

Grenlec Comments

On

Draft Sector Grid Code – Supply Code

June 2nd, 2020

Reservations of Rights – Grenada Electricity Services Limited (Grenlec) submits these comments and responses without prejudice to (i) its several request for reasonable extensions of time to fully review, analyse and comment on the Draft Sector Grid Code - Supply Code 2019; (ii) its right to be engaged in pre-consultation with the PURC in relation to the Draft Sector Grid Code - Supply Code 2019; and (iii) its right to submit further comments on the Draft Sector Grid Code - Supply Code 2019. Grenlec does not waive, acquiesce in the waiving or he relinquishing of any of its legal or equitable rights by submitting these responses and reserves all its rights.

Page 7**SC 2 – SYSTEM OF SUPPLY AND CLASSIFICATION OF CUSTOMERS****SC 2.1.1 – Network Licensee Supply Obligation**

SC 2.1.1.2 - “The Network Licensee shall ensure continuity of Service to the Customer but shall not be responsible for or be liable for any loss to Customer or damage to Customer’s plant and equipment due to interruptions or variations in Supply caused by Force Majeure conditions, third party action, or by Customer action or negligence.”

GRENLEC Does force Majeure include lightning strikes?

Page 8**SC 2.1.6 – Resale of Service for Profit Prohibited**

SC 2.1.6.2 - “Where individual metering of Service is not required, and where the Network Licensee **PURC** gives written authorization, the Customer may use reasonable apportionment methods, including sub-metering, solely for the purpose of allocating the cost of the Service billed by the Network Licensee. Any fees or charges collected by a Customer for Services billed to the Customer's account by the Network Licensee, whether based on the use of sub-metering or any other allocation method, will be determined in a manner that reimburses the Customer for no more than the Customer's actual cost of Service.”

GRENLEC Why does the Network Licensee have to give consent? This has nothing to do with this agreement. This is a PURC issue.

SC 2.2.2 – VOLTAGE OF SUPPLY

SC 2.2.2.2 – “The Network Licensee shall provide one of the standard types of Service described below. The brief details given are for general information and do not relieve the Customer or their appointed agents of the necessity to consult with the Network Licensee in order to specify and arrange for the implementation of the appropriate voltage supply.”

Voltage	Phase
230V	Single Phase
400V	Three Phase

GRENLEC Can the Network Licensee offer 3 phase 11kV service to large customers?

SC 2.2.2.3 – “Voltage shall be delivered according to Customer classification, as described in the following Table. The Network Licensee, in consultation with the non-domestic Customer, may enter into a written agreement for electricity supply at a different voltage where load conditions, complex metering, or other factors require a different voltage to assure the most economical method of supply, including, but not limited to large commercial and industrial customers with 11 kV metering and Three Phase.”

Standard Domestic Customer	Non-domestic Customer
Single Phase, 2 Wire	Three Phase, 4 Wire
230 Volts	400 Volts

GRENLEC Single phase 230V service to be offered to small commercial customers. Most small commercial customers do not require three phase 400V supply.

Page 12**SC 3 – NEW AND MODIFIED CONNECTIONS****SC 3.1 – Licensee’s and Customer’s Obligations Regarding Applications for Supply****SC 3.1.1 – Application and Application Review Process**

“The Network Licensee shall, upon receipt of a complete application by the owner or occupier of any premises within the Network Licensee’s territory, provide a Supply of electricity to such premises consistent with the provisions of this Code, provided:”

“(iv) the Customer has provided the Network Licensee with certification for the wiring of the premises from the Government Electrical Inspection Unit and any other applicable inspection authority **approved by the government**; and the Customer agrees to bear the cost of supply and services as specified.”

GRENLEC Change “...any other applicable inspection authority...” to “any other inspection authority approved by the government.

Page 15**SC 3.1.3 – CHANGE OCCUPANCY**

SC 3.1.3.1 - “When a change of occupancy takes place on any premises supplied by the Network Licensee with Service, the outgoing occupier Customer must give notice **in writing** to the Network Licensee not less than five (5) business days prior to the date of change. The outgoing Customer may be held responsible for all Service used on such premises until the expiration of five (5) days after such notice is received.”

GRENLEC This notice should be in writing.

Page 17**SC 4 SELF-GENERATORS****SC 4.1 – Connection Requirements****SC 4.1.1 – Network Customer**

SC 4.1.1.1 – “Section 4(h) of the Act anticipates that the Commission will establish the maximum cumulative generating capacity to be installed by Self-Generators in Grenada and the maximum generation capacity in respect of each Self-Generator, as well as the procedures for compensation of Self-Generators for excess electricity supplied to the Network Licensee’s System. Consistent with current Programs, this Code anticipates that the Commission will create a Self-Generator Program limited to only Small Renewable Energy Generating Facilities with a rated capacity for up to (for example 30kW) that have received a permit to sell excess electricity to the Network Licensee.”

GRENELEC Unable to locate Section 4 (h) of the Act. This appears to be an incorrect reference.

Page 20**SC 4.3 – PROHIBITED CONDUCT****SC 4.3.1 – Policy Guiding Prohibition Against and Penalties for Prohibited Interconnection**

“Improper and unauthorized connection of an electricity generator or any other source of electric power with the Network Licensee's Facilities may energize the Network Licensee's lines and endanger the lives of the employees, agents or representatives of the Network Licensee who may be working on them, and may affect operations of the Distribution Network. Therefore, it is a matter of the highest public safety priority to assure that all interconnections for any purpose with the Network Licensee’s Facilities fully comply with all requirements of this Code regarding establishing and maintaining such Interconnection.”

Page 20**SC 4.3.2 – Customer Obligation to Secure Interconnection Permission and Liability for Damages**

“Customers must contact the Network Licensee for information and all required approvals relating to any interconnection with the Distribution System or other Facilities prior to their connection with the Network Licensee’s Facilities, including, but not limited to, the interconnection of any electricity Generator or any other source of electric power. The Customer will be liable to the Network Licensee for any and all claims, costs, losses and damages arising out of any improper and unauthorized connection with the Network Licensee’s Facilities.”

GRENLEC Apart from claims for damages and losses arising out of unauthorized connections there is no deterrence to customers to make prohibited interconnections. Violators are only penalized if damage occurs.

Page 21**SC 5 – NETWORK LICENSEE’S EQUIPMENT****SC 5.1 – Point of Supply Delivery****SC 5.1.2 – Location of Point of Supply Delivery**

SC 5.1.2.3 – “The meter shall be located as close as technically feasible to the Point of Supply Delivery.”

GRENLEC Suggested wording - The meter, where feasible, shall be located to enable the network Licence’s employees to install, read, inspect, replace, remove or disconnect from the roadside without entering the customers’ premises.

Page 22**SC 5.4 – NETWORK LICENSEE’S EQUIPMENT IN CUSTOMER’S PREMISES****SC 5.4.1 – Network Licensee Right to Install and Service Supply Equipment**

“The Network Licensee shall have the right to install ~~and maintain free of charge~~, all transformers, meters, wires and other equipment necessary for the satisfactory Supply of electricity to the Customer in convenient and suitable places on the Customer’s premises. All transformers, meters, wires and other equipment furnished by the Network Licensee shall remain its property. The Network Licensee is entitled to temporarily discontinue the Supply Service for a period reasonably necessary for Equipment installation or maintenance or for any other reasons, subject to reasonable advance notice, with the object of causing minimum inconvenience to the Customer.” **The subsequent maintenance of this equipment by the Network Licence will be free of charge.**

GRENLEC Remove the words “and maintain free of charge”. The installation may be a suspense job and will need to be paid for. After the last sentence add the words “The subsequent maintenance of this equipment shall be free of charge.”

Page 25**SC 6 - WIRING AND APARATUS IN CUSTOMER’S PREMISES****SC 6.1.6 – Multi-Family Dwellings**

SC 6.1.6.3 – “All meters within a single building or multi-family dwelling are to be grouped in one location in order to be readily accessible. In the case of ~~two or more meters~~ **more than two meters**, a meter center is required, and an individual circuit breaker is required to control each meter within the meter center. In the case of six or more meters, a main switch is required to independently control power to each bank of six meters.”

GRENLEC Should state “more than two meters”. Two meters do not currently require meter centre.

SC 8 – METERING AND BILLING**SC 8.1 – System of Supply and Metering****SC 8.1.1 – General Policy on Metering**

SC 8.1.1.1 – “The supply of electricity to a Customer by the Network Licensee is to be recorded by meters supplied and maintained by the Network Licensee. Such meters may be any apparatus the Network Licensee determines fit for the purpose of ascertaining or regulating:

- (a) the amount of electricity (kWh) supplied to the Customer;
- (b) the number of hours during which the supply is given (time of day usage);
- (c) the maximum power taken by the Customer; (The demand in Var or kWh)
- (d) The reactive power (VAR) or any other quantity or time connected with the Supply; or
- (e) any other data required by the Codes or other laws or regulations.

GRENLEC Wording added to provide clarity for non-technical persons reading the regulations.

SC 8.1.1.3 – The Network Licensee may enter into an agreement with the Grenada Bureau of Standards or any other entity approved by the Commission to provide for certification and/or independent testing of meters.

GRENLEC Where as Grenlec believes the Bureau of Standards is the more appropriate entity to do this certification the Metering Schedule 3, sec 4-1 of the Electricity Act states that the responsibility for providing certification of meters assigned to Government Electrical Inspector in Law.

Page 27 **SC 8.1.1.4** – “Where electricity is supplied through a certified meter, the register of the meter will be evidence of **the usage of real power, the power demand,** ~~quantity~~ or time connected with the Supply unless there is evidence to the contrary.”

GRENELEC The meter can measure more than just the kWh usage.

Page 30 **SC 9 - BILLING**

SC 9.3 – Estimated Charges: “Network Licensee may base energy charges upon an estimate developed based upon previous Customer consumption if a Meter Reading is not available or **a meter reading is obtained but an investigation is required** or if the Commission has approved a program allowing use of estimated meter readings. The next invoice based upon actual meter reading (registered on a cumulative basis) will automatically address any discrepancy in actual vs estimated use in the prior billing period.”

GRENELEC Add the words “or a meter reading is obtained but an investigation is required.

SC 9.7 – Due Date of Invoices: “Bills shall be due when invoiced by Network Licensee.”

GRENELEC Change to “Each bill shall indicate the date that the payment is due.”

SC 9.8 – Pro-Rated Invoices: “Bill charges for facilities charges and minimum charge shall be prorated for any Service period less than one month”

GRENELEC Grenlec disagrees. The minimum charge is the administrative charge for servicing the account. The length of the service period bears no relevance to this fee.

Page 32**PAYMENT AND DISCONNECTION**

SC 10.1.8 – Network Licensee Response to Complaint: “The Network Licensee’s designated officer shall resolve the dispute within a maximum period of seven days from the date of receipt of Customer’s written representation.”

GRENLEC As written, this denies the company the right to appeal to the PURC as set out in 10.1.7

Suggested Wording: If the Network Licensee’s designated officer cannot resolve the dispute within seven days from the date of receipt of Customer’s written representation, the officer shall refer the dispute to the PURC.

Page 32**SC 10.2 - DISCONNECTION**

SC 10.2.1 – Service Disconnection: “The Network Licensee may disconnect Service with notice to a Customer if the Customer’s account is delinquent. An account becomes delinquent if an invoice is not paid within thirty (30) days from the invoice date. The Network Licensee also may disconnect Service with notice to a Customer with an established account to the extent that there is evidence that Customer has violated this Code or the terms of the Interconnection Agreement. The Network Licensee shall give the Customer notice of delinquency or violations, and scheduled disconnection at least five (5) full business days prior to implementing disconnection. The Network Licensee may use electronic notice of delinquency or violations, and scheduled disconnections if the Customer has provided email, phone or text contacts.

GRENLEC This will be difficult to implement and will severely handicap the company’s ability to disconnect. Customers MUST bear some responsibility for the proper management of their own accounts. In the case of delinquency, this limits the Network Licensee’s ability to achieve and improve targets for collections and the opportunities for managing Accounts Receivable, which is being measured in other regulations. Moreover, a delinquent customer (over 60 days for example) or one who is frequently in arrears will also require notice prior to disconnection without regard to the extent of the delinquency and despite the fact that bills which clearly show due dates are issued monthly. Due dates fall on approximately the same date each month, based on the area in which the service is located.

While the use of electronic notices is acknowledged in this section, the implication is that disconnection of supply must not proceed without notice. Question - Which action will indicate that notice was in fact served when the telephone call method is used? Customers may be unavailable to answer, phone numbers no longer valid etc.

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SC 10.3 - RECONNECTION

SC 10.3.2 – Time for Reconnection by Network Licensee: “The Network Licensee shall reconnect and resume the Supply of electricity within a term not exceeding two business days calculated from the time when the Customer has made full payment of all amounts described in SC **H** 10.3.1 above.”

GRENLEC Other draft regulations state twenty-four hours. This section references SC 10.3.1, not SC11.3.2 as written.

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APPENDIX A

Required Quality of Service Standards – “The Network Licensee shall comply with the following required Quality of Service Standards in providing Service to existing and applicant Customers in at least the percentage of cases listed. If Network Licensee is not able to comply with the Standards due to events of Force Majeure, the Quality of Service Standards requirements shall be suspended. The time periods shall be calculated on the basis of Work Days (Monday through Friday), excluding weekends and national holidays. The Work Day following the date of complete application shall be counted as the first day of the time period. The percentages of compliance shall be calculated based upon

overall annual averages for a calendar year

Expected Service Delivery Times:

Service	Standard	Proposed Compliance Target %
New Connections (simple connection, located 400 ft. or less from existing pole for single-phase Supply)	7 days	100
Reconnections (existing operational meter)	5 days	100
Relocation of Meter & Service Line	7 days	100
Reconnection after settlement of debt (following disconnection of service)	2 days	100

GRENLEC Compliance target should be 95%. Language is needed to indicate that targets do not apply when circumstances outside of the Network Licensee's control negatively affect service delivery time – e.g. access to premises, inclement weather, action needed by customer prior to connection.

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APPENDIX B

Overall Standards – “The following table sets forth the GRENLEC In-House Charter for Service Delivery Timelines and the requirements for reporting on same to the Commission and the public. Note: All compliance periods are measured in working days. Standards will not be in effect during periods of Force Majeure”

Relocation of pole/stay wire	2 months	Often the relocation of a stay wire includes getting permission from a third party. This can take three months or longer.
Service connections New connections (business days)	<ul style="list-style-type: none"> • New connections (less 400 ft) – 7 days • LV Extension – 8 weeks • Simple suspense job – produce estimate within 14 days. 	<p>Service Connections -New Connections (Business days) Typically 14 days is not an unreasonable time for getting an estimate for a simple suspense job. However, there are on occasion jobs which will require more than 14 days.</p> <ul style="list-style-type: none"> • Suspense estimate - except housing developments/subdivisions and quotes which include specialized equipment (e.g. switches, etc.) • Complex suspense jobs involving right of ways can take longer than a month to get estimates.

GRENLEC The Network Licensee's ability to meet standards rely on resources allocated and deployment of technology. Given that other draft regulations include standards which impact resources (employee to customer ratio in the Draft Network Licence) further discussion is required about the timelines stated. As an example, see the Billing Standard – estimated bills where meter is accessible: no more than two. Relocation of pole/stay wire – two months insufficient, three months required.

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APPENDIX C

List of References

“3. National Energy Policy, 2011”

GRENLEC Please advise where this document can be found.