



# **FAIR TRADING COMMISSION**

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## **DECISION**

### **Standards of Service**

#### **For**

### **The Barbados Light & Power Company Limited (BLPC) 2023 – 2025**

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FTC/UR/2010-03	Decision on BL&P Standards of Service 2010-2013	February 22, 2010
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FTC/UR/2006-2	Decision on BL&P Standards of Service 2006 – 2009	February 28, 2006

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## SECTION 1 – EXECUTIVE SUMMARY

On February 24, 2021, the Fair Trading Commission (the “Commission”) commenced the review of the Standards of Service for the Barbados Light & Power Company Limited (the “BLPC”) Decision 2018 – 2020, per Section 4(3) of the Fair Trading Commission Act, CAP. 326B of the Laws of Barbados (the “FTCA”) and Sections 3(1) and 4 of the Utilities Regulation Act, CAP. 282 of the Laws of Barbados (the “URA”).

On May 25, 2021, the Commission published a Consultation Paper<sup>1</sup> for a public consultation process ending on June 22, 2021. The purpose of the consultation was to receive comments from stakeholders<sup>2</sup> on proposed amendments to the Commission’s 2018-2020 Standards of Service Decision, which was extended to remain in effect until June 30, 2022. There was one submission from BLPC in response to the Consultation Paper.

On May 26, 2022, the Commission issued proposed Standards of Service<sup>3</sup> based on the submissions received in response to the aforementioned consultation. On June 8, 2022, the Commission commenced a written hearing on these proposed standards. There were two (2) submissions during the written hearing; one from the Barbados Renewable Energy Association (BREA) and the other from BLPC. In this regard, the Decision herein applies to the BLPC Standards of Service 2023-2025.

The Commission holds the view that Standards of Service are an essential tool in ensuring that BLPC provides a safe, efficient and reliable service to its customers and that periodic review and appropriate amendments can facilitate improved performance.

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<sup>1</sup> Consultation Paper – Determination of Standards of Service for the Barbados Light & Power Company Limited (BL&P)

<sup>2</sup> The general public, service providers, representatives of consumer interest groups and any other interested parties.

<sup>3</sup> Proposed Standards of Service for the Barbados Light & Power Company Limited (BLPC) 2022

Having completed the review process, and analysed the two submissions in response to the Commission's proposed Standards of Service, the Commission has determined that the Standards of Service shall be amended as follows:

## **Guaranteed Standards of Service**

### **GES 2: Fault Repair – Distribution System**

- The updated 'Description' clarifies that the 'fault' captured under this standard includes those *"on any part of the network that manifests itself on the distribution system (multiple customers)"*.
- Automatic compensation is to be issued to customers who experience a service interruption which exceeds the stipulated target response time of eight (8) hours. Specific exemptions apply.
- GES 5: Provision of Complex Connection – Cost Estimates
  - The target for the Provision of Complex Connection – Cost Estimates is to be within twenty-five (25) working days of the submission of the minimum information required to provide the estimate. Specific exemptions apply.
  - The mode of compensation is to be automatic for affected customers.

### **GES 7: Reconnection**

- The updated 'Target' stipulates that *"Customers with AMI meters should be reconnected within two (2) working hours of verification of payment. Other customers should be reconnected within six (6) working hours of verification of payment."* Specific exemption applies.
- The mode of compensation is to be automatic for affected customers.

### **GES 8(a): Response to Billing Complaint Where Site Visit is Required**

- The updated 'Target' shall be where a service visit is required, BLPC is required to provide an assessment and resolution within eight (8) working days of receipt of complaint. Specific exemption applies.

## Overall Standards of Service

### OES 1 – Meter Reading

- Description' updated to *"Frequency and Accuracy of meter reading"*
- Target a) states that 100% of Domestic/General Service customers' **AMI meters to be read monthly**; Domestic/General Service customers with non-AMI meters, shall have their **meters accurately read every two months**.
- Target b) 100% of Secondary Voltage Power and Large Power customers' meters to be read monthly.
- Target c) states that 100% of AMI meter readings to be **verified monthly** for all customer classes, ensuring that ALL meter readings reflect accurate customer consumption.
- Specific exemption applies.

### OES 6 – Billing Period

- 100% of customers with AMI meters shall be invoiced for no more than thirty-one (31) calendar days in a billing period. Non-AMI customers shall be invoiced for no more than thirty-three (33) calendar days in a billing period. Specific exemptions apply.

### New Standard: OES 8 – Issuance of Technician's Inspection Receipt

- BLPC shall issue a Technician Inspection Receipt (TIR) to each customer in 100% of inspections at customers' premises.

## System Reliability Indicators

The targets for reliability indices shall be:

- (a) System Average Interruption Duration Index (SAIDI) – 3.68 hours/customer/year;
- (b) System Average Interruption Frequency Index (SAIFI) – 5.84 outages/customer/year
- (c) Customer Average Interruption Duration Index (CAIDI) – 0.63
- (d) Average System Availability Index (ASAI) (New) – 99.958%

## **General Administration**

BLPC shall comply with the following:

Disseminate fault reporting and damage claim procedures to customers;

- (a) Issue a tracking number to each customer reporting fault;
- (b) Publicise the Standards of Service and Claim form via its website;
- (c) Advertise the Standards of Service in the media once every six months; and
- (d) Include the web link to the aforementioned information on customers' utility bills.

All other Standards of Service not mentioned shall remain the same as that of the Standards of Service Decision 2018 – 2020.

The Standards of Service for BLPC shall come into effect on January 1, 2023 for a period of three (3) years. Note however, the Commission reserves the right to (i) review these standards before the end of this period, and (ii) extend its Decision for two additional years (up to 2027), if deemed necessary. Thereafter, the Decision will be subject to review by the Commission, at which time amendments may be made.

## **SECTION 2 – INTRODUCTION**

### **2.1 Background**

Market competition influences the quality of service provided by service providers. However, in the absence of competition, as with BLPC, regulatory agencies like the Commission must set and monitor the minimum levels of service provided to customers. The Standards of Service gives practical effect to this oversight requirement.

Ultimately, the timely and efficient review of the Standards of Service ensures that the quality of service and the service categories are appropriate and effective in achieving its intended objective of continuous improvement.

The purpose of this Standards of Service programme is to: ensure that a minimum quality of service is maintained; provide motivation for improvement in the quality of service delivered; create conditions for customer satisfaction; monitor service quality, and generally protect the interests of consumers of electricity.

There are two (2) Standards of Service categories: Guaranteed Standards of Service and Overall Standards of Service. The Guaranteed Standards of Service describe the minimum service level criteria BLPC must provide to individual customers. The Overall Standards of Service speak to service delivery at the national level. Where BLPC breaches the Guaranteed Standards of Service, the affected customer is entitled to compensation, by credit, as prescribed under each service category. Violations of Overall Standards of Service does not attract individual compensation; however, the Commission may, at its discretion, impose penalties under the URA and FTCA for repeated breaches.

This Decision also includes details of exemptions. Exemptions refer to situations where the Commission considers that failure to meet the standards is due to circumstances outside the control of BLPC.



## 2.2 Legislative Framework

The commission is empowered under the FTCA and the URA to determine, monitor and review the Standards of Service applicable to regulated utilities. The role of the Standards of Service framework is to ensure, inter alia, operational consistency and outline the minimum standards of quality as it relates to the responsiveness, customer service and reliability required of BLPC.

### 2.2.1 The Commission's Authority to Establish Standards of Service

Section 4(3) of the FTCA and Sections 3(1) and 4 of the URA set out the Commission's authority to determine the Standards of Service for a utility service and the considerations that must be given when determining the same. Rule 63(2) of the URPR details the issues that may be included in the development of these Standards of Service. Together, these legislative provisions provide the over-arching framework necessary for the development and establishment of the Standards of Service for a regulated sector.

Section 4(3) of the FTCA states inter alia:

*"The Commission shall, in the performance of its functions and in pursuance of the objectives set out in subsections (1) and (2),*

*(a) ...*

*(b) ...*

*(c) ...*

*(d) determine the standards of service applicable to service providers and independent power producers;*

*(e) monitor the standards of service supplied by service providers and independent power producers to ensure compliance;*

*(f) carry out periodic reviews of the rates and principles for setting rates and standards of service of service providers and renewable energy producers..."*

Section 3(1) of the URA states inter alia:

*"The functions of the Commission under this Act are, in relation to service providers, to*

- (a) ...
- (b) ...
- (c) ...
- (d) *determine the standards of service applicable;*
- (e) *monitor the standards of service supplied to ensure compliance; and*
- (f) *carry out periodic reviews of the rates and principles for setting rates of standards of service."*

Additionally, Section 4 of the URA outlines the items that the Commission must take into account when determining standards of service, and states as follows:

*"In determining standards of service, the Commission shall have regard to*

- (a) *the rates being charged by the service provider for supplying a utility service;*
- (b) *ensuring that consumers are provided with universal access to the services supplied by the service provider;*
- (c) *the national environmental policy; and*
- (d) *such other matters as the Commission may consider appropriate."*

Rule 63(2) of the URPR details the issues that may be included in the development of standards of service. Rule 63(2) of the URPR states:

*"Service standards may include issues such as*

- (a) *universality of service;*
- (b) *the provision of new services;*
- (c) *the extension of services to new customers;*
- (d) *the maximum response time permitted for responding to customer complaints and queries; and*
- (e) *standards related to service quality which are specific to each sector."*

### **2.2.2 Requirement to Consult**

When determining the standards of service for a utility service, the Commission is required to consult with interested parties in accordance with Section 4(4) of the FTCA, which states:

*“The Commission shall, in performing its functions under subsection (3) (a), (b), (d) (f) and (g) consult with service providers, renewable energy producers, representatives of consumer interest groups and other parties that have an interest in the matter before it.”*

As previously mentioned herein, the Commission has already carried out its consultation on the Proposed Standards of Service for BLPC.

### **2.2.3 Requirement to have hearings**

The Commission is empowered to conduct periodic reviews of the standards of service, by way of a hearing. Section 15 (4) of the URA states as follows:

*“In carrying out a review, the Commission shall hold a hearing in accordance with section 33 of the Fair Trading Commission Act.”*

Section 33 of the FTCA states that hearings of the Commission shall be public, unless the circumstances warrant, or the Commission deems it appropriate to conduct a hearing in private.

Hearings may either be conducted orally or by way of a written hearing. In accordance with Rule 37(2) of the URPR, where the Commission holds a written hearing, it may dispose of the proceeding on the basis of the written documentation filed by the parties.

In any hearing to review the standards of service, interested persons have the opportunity to participate as intervenors. An intervenor in a hearing may participate by, *inter alia*, submitting evidence, arguments and interrogatories. Rule 64 of the URPR outlines the process by which interested persons may apply to the Commission for intervenor status in a hearing.

#### **2.2.4 Non-compliance with Standards of Service**

Once the Commission has determined the Standards of Service applicable to a utility, those standards are binding and must be strictly adhered to by the utility. Failure to adhere to or comply with standards of service may render a utility service liable to:

- a. compensate affected persons, pursuant to the section 21 of the URA; and/or
- b. pay a penalty imposed by way of an order of the Commission, pursuant to section 38 of the URA.

Failure or refusal to obey an order made by the Commission may result in further fines, as section 31(1) of the URA provides that:

*“Every service provider which fails or refuses to obey an order of the Commission made under this Act is guilty of an offence and is liable on summary conviction to a fine of \$100,000 and, in the case of a continuing offence, to a further fine of \$10,000 for each day or part thereof during which the offence continues.”*

The potential imposition of these measures (fines and penalties) is designed to, *inter alia*, incentivize utility services to comply with the Standards of Service, and thus maintain a high quality of service overall.

#### **Consumer Compensation**

As it relates to compensation of consumers, Section 21 of the URA states that:

*“Where a service provider fails to meet prescribed standards of service, the service provider shall make to any person who is affected by the failure such compensation as may be determined by the Commission.”*

Section 38 (c) (ii) of the URA then empowers the Commission to prescribe the compensatory amounts owed to the persons referred to in Section 21 above. Section 38 of the URA states as follows:

*“The Commission may make*  
*(a) rules;*  
*(b) regulations; and*

- (c) orders with respect to
  - (i) imposing penalties for non-compliance with prescribed standards of service; and
  - (ii) prescribing amounts to be paid to the person referred to in section 21 for failure to provide a utility service in accordance with the standards of service set by the Commission.

The Commission has sought to undertake the task of prescribing such amounts in this Decision, specifically as it relates to the Guaranteed Standards of Service applicable to BLPC.

### **Penalties for non-compliance**

On the other hand, with respect to the Commission's power to impose penalties against a utility service for non-compliance with Standards of Service, Section 38 of the URA states:

- "The Commission may make*
- (d) rules;*
  - (e) regulations; and*
  - (f) orders with respect to*
    - (iii) imposing penalties for non-compliance with prescribed standards of service; and*
    - (iv) prescribing amounts to be paid to the person referred to in section 21 for failure to provide a utility service in accordance with the standards of service set by the Commission."*

Such a measure is punitive in nature and is therefore different to a compensatory payment owed to an affected person. Typically, penalties applied by the Commission are also intended to perform a deterrent function, affording an appropriate level of protection to consumers, while also penalising the regulated entity for wrongdoing, if deemed necessary.

## **2.3 Hearing Process**

Stakeholders were invited to participate in the Commission's hearing. The Barbados Renewable Energy Association (BREA) was the only party who applied for intervenor's status; which they were given. The Commission's hearing process for the proposed Standards of Service for BLPC commenced on June 8, 2022 and concluded on June 21,

2022. The Commission wishes to thank BLPC and the Barbados Renewable Energy Association (BREA) for their participation in the hearing process.

### SECTION 3 – ELECTRICITY SECTOR

The Barbados National Energy Policy (BNEP) 2019 - 2030 aims to move the country toward a 100% RE and carbon-neutral future. The commissioning of a 10 MW solar PV plant, in 2016, at Trents, St. Lucy<sup>4</sup>, builds on the foundation laid by the establishment of Renewable Energy Rider (RER) programme in 2010. The plant includes a 5 MW/20 MWh Tesla Power pack energy storage system to store excess solar energy. This utility scale solar photovoltaic (PV) plant represents the first of BLPC's RE projects, as detailed in its 2013 Integrated Resource Plan (IRP). By the end of June 2022, this transition has progressed and has seen two thousand seven hundred and seventy-four (2774) distributed generators utilising solar PV technology across Barbados with a total installed capacity of 63.9 MW<sup>5</sup>.

Additionally, BLPC's Clean Energy Bridge (CEB), a 33 MW Medium Speed Diesel Plant, was commissioned in June 2022. This plant represents another significant step toward achieving BNEPs targets. The CEB allows BLPC to secure reliable baseload generation and should improve customer service reliability<sup>6</sup>. At the same time, the transition is made from the current fossil fuel generation mix to a cleaner solution. The CEB will remain a backup for grid resilience and reliability beyond achieving the BNEP targets. BLPC further describes the CEB as a 'stop gap' between old and new generation units, which is forecasted to be more efficient than those replaced. BLPC insists that the customers should benefit from immediate passed-through fuel savings from the CEB.

During the 2018 - 2021 period, the electricity sector took even further steps towards sector-wide reform, positioning itself appropriately for the transformation to RE technologies. Participants in the BLPC's RER programme, first introduced as a pilot project in 2010,

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<sup>4</sup> The Barbados Light & Power Company Limited, "*How We Generate Electricity*", How We Generate Electricity (blpc.com.bb)

<sup>5</sup> Based on the information provided through BLPC's Q2 2022 regulatory reporting to the Commission.

<sup>6</sup> The Barbados Light & Power Company Limited, "Watts New Business e-Newsletter" Q1 2022 – The CEB: connecting fossil fuel and renewable energy generation; accessed July 28, 2022, [https://www.blpc.com.bb/images/Q1\\_2022\\_Watts\\_New\\_V6\\_1.pdf?type=file](https://www.blpc.com.bb/images/Q1_2022_Watts_New_V6_1.pdf?type=file)

were ‘grandfathered’<sup>7</sup> into the national Feed-In-Tariff (FIT) programme for wind, solar PV, biomass & anaerobic digestion systems up to and including 1 MW<sup>8</sup>. Primarily through the FIT programmes, the framework continues to be laid for achieving the ambitious 2030 BNEP targets. The introduction of a utility-scale FIT programme<sup>9</sup>, which followed the initial FIT<sup>10</sup>, seeks to further liberalise the domestic electricity generation landscape through wind/solar PV projects of up to 10MW. Solar PV has dominated the domestic RE space. Deploying projects utilising other RE technologies onto the grid has been lethargic.

Electricity generation from solar PV and wind systems attracts rates of between BDS \$0.3625/kWh and \$0.5225/kWh. This new rate structure took effect on October 1, 2019<sup>11</sup>. Under the national FIT programme, the current rate structure, as the Commission sets, is delinked from fossil fuel prices. Customers with systems 3 kW and below utilise the ‘sale of excess’ billing mechanism. Whereas systems above 3 KW, up to and including 1 MW use the ‘buy all/sell all’ instrument.

Similarly, the utility-scale FIT programme established attractive rates to facilitate further investment within the sector. These rates also sought to catalyse the achievement of the 2030 targets by establishing wind & solar PV projects of up to 10 MW<sup>12</sup>. These systems also feature a rate structure delinked from fossil fuel prices<sup>13</sup>. Additionally, they offer rates to RE producers between BDS \$0.2025/kWh and \$0.2325/kWh. FIT rates under the Decisions for systems up to 1 MW issued in September 2019<sup>14</sup>, above 1MW up to 10 MW issued in September 2020<sup>15</sup>, are currently being reviewed.

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<sup>7</sup> “Grandfathering” is allowing an existing operation or conduct to continue legally when a new operation or conduct would be illegal.

<sup>8</sup> Fair Trading Commission, Barbados, “Decision and Order on Feed-in-Tariffs for Renewable Energy Technologies up to and Including 1 MW”.

<sup>9</sup> Fair Trading Commission, Barbados, “Decision on Feed-in-Tariffs for Renewable Energy Technologies above 1MW and up to 10 MW”.

<sup>10</sup> Fair Trading Commission, Barbados, “Decision and Order on Feed-in-Tariffs for Renewable Energy Technologies up to and Including 1 MW,” accessed July 28, 2022, [https://www.ftc.gov.bb/library/2019-09-16\\_commission\\_decision\\_final\\_FIT.pdf](https://www.ftc.gov.bb/library/2019-09-16_commission_decision_final_FIT.pdf)

<sup>11</sup> Ibid

<sup>12</sup> Fair Trading Commission, Barbados, “Decision on Feed-in-Tariffs for Renewable Energy Technologies above 1MW and up to 10 MW”.

<sup>13</sup> Ibid

<sup>14</sup> Fair Trading Commission, Barbados, “Decision and Order on Feed-in-Tariffs for Renewable Energy Technologies up to and Including 1 MW”.

<sup>15</sup> Fair Trading Commission, Barbados, “Decision on Feed-in-Tariffs for Renewable Energy Technologies above 1MW and up to 10 MW”.



## SECTION 4 – THE DETERMINATION

The Commission received one (1) response to the Consultation Paper and two (2) submissions to the written hearing. The Commission considered the submissions from BLPC and BREB and the status and ongoing developments of the domestic electricity sector. Additionally, the Commission considered constraints affecting BLPC's performance when weighed against consumer needs and the developmental pathway charted for the country, as espoused in the BNEP. Similarly, comparable frameworks from regional and extra-regional jurisdictions, and performance under the existing Standards of Service, informed this decision. The Commission understands that this framework is critical in advancing and improving the national 'Ease of Doing Business index'<sup>16</sup>.

BLPC, in its response to the Consultation Paper, repeatedly referred to the COVID-19 global pandemic as a significant challenge. The Commission is mindful of the difficulties highlighted; however, the Commission holds the view that BLPC must continue to provide improved service and reliability for its customers, while aiming to provide a minimum acceptable level of service. Where unavoidable shortfalls occur, exemptions may be considered.

The Commission has determined the following Guaranteed Electricity Standards, Overall Electricity Standards and System Reliability Indicators, as outlined in the relevant sections and tables below. Where there is failure to achieve the targets established within, the Commission will consider imposing penalties for breaches unless either of the following is satisfied; a specific exemption criterion or general exemption provisions as discussed in Section 5 – General Exemptions.

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<sup>16</sup> Trading Economics, "*Ease of Doing Business in Barbados*", accessed July 28, 2022, <https://tradingeconomics.com/barbados/ease-of-doing-business>

## 4.1 Guaranteed Standards of Service for BLPC

The Guaranteed Standards of Service are first presented in summarised form in Table 1, followed by a more detailed explanation of definitions and applicable exemptions. The term ‘compensation’ herein refers to a credit to the customer’s account, unless otherwise specified, where a failure to achieve the description within the stipulated target timeframe. The compensations for GES 1, 2, 3, 6, 8, and 9 are based on the service provision cost, based on the current rate, and not relative to any costs for damages.

**Table 1. Summary of Guaranteed Standards of Services for BLPC**

Key: D – Domestic; GS – General Service; SVP – Secondary Voltage Power; LP – Large Power

STANDARD	SERVICE CATEGORY	TARGET	COMPENSATION
<b>GES 1</b>	<b>Fault Repair - Customer’s Service</b>  <b>Description:</b> This refers to the time it takes to restore supply after fault on a consumer’s service (single customer).	<b>Within eight (8) hours</b> of receipt of complaint.	\$45.00 (D) \$90.00 (GS) \$215.00 (SVP/LP)  <b>For each additional eight (8) hours Prorated on an hourly basis.</b>  <b>Automatic compensation<sup>17</sup></b>
<b>GES 2 (Amended)</b>	<b>Fault Repair - Distribution System</b>  <b>Description:</b> This refers to the time it takes to restore supply after a fault occurs on any part of the network that manifests itself on the distribution system (multiple customers).	<b>Within eight (8) hours</b> of service loss.	\$45.00 (D) \$90.00 (GS) \$215.00 (SVP/LP)  <b>For each additional eight (8) hours Prorated on an hourly basis.</b>  <b>Automatic compensation.</b>
<b>GES 3</b>	<b>Voltage Complaint</b>  <b>Description:</b> This refers to the investigation and correction of voltage complaints.	(a) Visit <b>within twenty-four (24) working hours<sup>18</sup></b> of receipt of the complaint.	\$45.00 (D) \$90.00 (GS) \$215.00 (SVP/LP)  <b>Automatic</b>

<sup>17</sup> Automatic Compensation refers to the initiation of the compensation process by the BLPC where a breach has occurred. It is administered on confirmation of the breach, as a credit on the customer’s bill for the following month.

<sup>18</sup> “Working hours” are between 8:00 a.m. and 4:00 p.m. on a working day.

		b) Provide an assessment <b>within five (5) working days</b> <sup>19</sup> of receipt of complaint. (c) Correct <b>within thirty (30) working days</b> of receipt of complaint.	<b>compensation.</b>
<b>GES 4</b>	<b>a) Simple Service Connection</b>  <b>Description:</b> This refers to the time it takes to provide a simple service connection (connection point within thirty (30) metres) after the customer signs the contract for connection and presents the required information as identified on BLPC's website.	<b>Within twelve (12) working days</b> of receipt of request.	Refund/Credit of installation fee  <b>Automatic compensation</b>
<b>GES 5 (Amended)</b>	<b>Complex Connection - Cost Estimate</b>  <b>Description:</b> This refers to the time it takes to provide a cost estimate for a complex connection requiring a service visit. Time begins to run when the customer has furnished BLPC with the minimum information required to provide the estimate.	<b>Within twenty-five (25) working days</b> of the submission of the minimum information required to provide the estimate.	Refund/Credit of application fee  <b>Automatic compensation</b>
<b>GES 6</b>	<b>Connect or Transfer of Service</b>  <b>Description:</b> This refers to the time it takes to connect or transfer service from one location to another location which has an existing installation.	<b>Within twelve (12) working hours</b> of receipt of request.	\$45.00 (D) \$90.00 (GS) \$215.00 (SVP/LP)  <b>Automatic compensation</b>

<sup>19</sup> "Working Days" refers to Mondays to Fridays from 8:00 a.m. to 4:00 p.m. only and excludes public holidays and weekends. In measuring the response time for targets expressed in terms of working days, the day the complaint is made is excluded. Any other reference to days means calendar days.

<b>GES 7 (Amended)</b>	<b>Reconnection</b>  <b>Description:</b> This refers to the time for reconnection of service on settling the bill after disconnection at the meter, as verified by BLPC.	Customers with <b>AMI meters</b> should be <b>reconnected within two (2) working hours of verification of payment</b> . Other customers should be reconnected <b>within six (6) working hours</b> of verification of payment.  Customers are <b>required to notify BLPC of payment, and must present a receipt number as evidence of payment, where the payment is made through an entity other than BLPC.</b>	Credit of reconnection fee  <b>Automatic compensation</b>
<b>GES 8 (Amended)</b>	<b>Response to Billing Complaints</b>  <b>Description:</b> This refers to the timeframe in which the BLPC responds to customers' billing complaints.	a) Where a service visit is required, provide an assessment and resolution <b>within eight (8) working days</b> of receipt of complaint.  b) For all other matters not requiring a service visit, BLPC is required to resolve these <b>within three (3) working days</b> of receipt of complaint.	\$45.00 (D) \$90.00 (GS) \$215.00 (SVP/LP)  <b>Customer initiated claim required</b>
<b>GES 9</b>	<b>Timely Payment of Compensation</b>  <b>Description:</b> This refers to the time in which BLPC shall apply a credit to a customer's account on acceptance of a claim.	(a) All credits/refunds to be issued to customers should be completed <b>within two (2) months</b> of the occurrence of a breach or the submission of a claim.	\$45.00 (D) \$90.00 (GS) \$215.00 (SVP/LP)  <b>Automatic compensation</b>

## **4.2 Guaranteed Standards: Definitions & Specific Exemptions**

### **GES 1 – Fault Repair – Customer Service (Restore supply after a fault on the customer's service)**

#### Definition

Within eight (8) hours of a reported fault on an individual customer's service, BLPC shall restore the electricity supply. Fault events which qualify for consideration include but are not limited to:

- a) problems or defects at the metering point;
- b) broken or defective service wires;
- c) defective distribution transformers;
- d) blown fuses;
- e) intrusion of tree branches beyond service line clearing distance; and
- f) fallen poles due to fractures or poor maintenance.

Affected customer's account shall be automatically credited when BLPC fails to achieve the fault repair target. The value of compensation corresponds to the customer's class: \$45.00 (D), \$90.00 (GS) or \$215.0 (SVP/LP). On expiration of the target time, the same level of compensation is applicable for each additional eight (8) hours the customer remains without service, prorated on an hourly basis where appropriate. Liability must be equally shared, and reimbursement halved, when it is evident that the customer's and BLPC's distribution equipment are defective.

BLPC is responsible for maintaining the utility meter and the electrical infrastructure beyond the service point or weather-head; this includes the service wire. Customers are responsible for maintaining the electrical wiring infrastructure and equipment at their residence up to the service point. Additionally, while BLPC is responsible for tree-trimming in public areas, customers should ensure tree branches maintain clearance from service wires within their property boundaries.

BLPC may be relieved from liability for breach of this standard under the following specific circumstances:

#### Specific Exemptions:

- Where it is discovered that only the customer's equipment is defective, e.g. defective meter socket base, load ends, underground cables, or faulty wiring; and
- Where the fault is due to encroachment of trees on the service wire within the property of the customer or another adjoining property.

### **GES 2 – Fault Repair – Distribution System (Restore supply after fault on the electrical distribution system (multiple customers))**

#### Definition

Where a fault on any part of the network that manifests itself on the distribution system affects multiple customers, BLPC shall restore the electricity supply within eight (8) hours of loss of service. The fault's nature includes any event originating from the generation and transmission domains; therefore, impacting service continuity on the distribution network and including events specific to the distribution domain. Faults which interrupt the provision of adequate and continuous electricity service to customers via feeders will qualify.

Affected customers shall be automatically credited when BLPC fails to achieve the restoration of supply target. The value of compensation corresponds to the customer's class: \$45.00 (D), \$90.00 (GS) or \$215.00 (SVP/LP). On expiration of the target time, the same level of compensation is applicable for each additional eight (8) hours the customers remain without service, prorated on an hourly basis where appropriate.

BLPC may be relieved from liability for breach of this standard under the following specific circumstances:

#### Specific Exemptions:

- Where the outage is due to an unforeseeable fault on an underground cable due to no fault of BPLC, and the prevailing conditions are such that it is not practical for BLPC to be able to locate, excavate and repair the fault within the stipulated 8-hour time frame; and

- Where the service interruption is caused by an event which is beyond BLPC's control, e.g. vehicular accidents.

### **GES 3 – Voltage Complaint (Investigation of voltage complaint)**

#### Definition

The BLPC shall investigate voltage issues within twenty-four (24) working hours of receipt of the report. Where the voltage supplied to the customer is discovered to be outside of the permitted power quality standard ( $\pm 6.0\%$ ) of nominal voltage and cannot be rectified immediately, BLPC is required to provide an assessment of the problem within five (5) working days. BLPC shall rectify the issue within thirty (30) working days of receipt of the original complaint.

The affected customer's account shall be automatically credited when BLPC fails to investigate, provide assessment and resolve voltage complaints within the specified times. The value of compensation corresponds to the customer's class: \$45.00 (D), \$90.00 (GS) or \$215.00 (SVP/LP) in each instance.

The customer is responsible for maintaining the electrical wiring and equipment at the residence; this includes periodically checked surge protection to ensure a reasonable level of protection. Liability must be equally shared when it is evident that anomalies exist on the customer's and BLPC's side.

BLPC may be relieved from liability for breach of this standard under the following specific circumstances:

#### Specific Exemptions:

- Where the customer's electricity demand has increased 'significantly' and was not made known to BLPC;
- Where it is discovered that a customer on the local feeder is operating heavy equipment (e.g. welding equipment, large motors) on a service for which it was not designed;
- Where defects exist in the customer's installation (e.g. grounding, wiring, unbalanced loads, harmonics or transient voltages);

- Where there are signs of ingress of moisture, corrosion at terminals or loose lugs, in the meter socket base, etc.;
- Where defects in the customer's equipment exist; and
- Where work delays may result from obtaining permission from the property owners or the Planning and Development Department. Such difficulties must be communicated to the customer.

#### **GES 4 – Simple Service Connection (connection point within 30 metres)**

##### Definition

BLPC shall connect all new services, which are within thirty (30) metres of an existing circuit, within twelve (12) working days of a customer signing the contract for connection and presenting the required information as identified on BLPC's website namely;

- (a) your government-issued identification card, passport or driver's licence;
- (b) a security deposit to cover three months of electricity bills. This is normally required on all services except residential services for Barbadian residents;
- (c) the applicable service charge; and
- (d) an Electrical Inspection Certificate of Approval from the Government Electrical Engineering Department (GEED), Bay Street, St. Michael.

The affected customer's account shall be automatically credited when BLPC fails to connect the customer within the specified time. The value of compensation shall be a rebate of the applicable installation fee.

BLPC may be relieved from liability for breach of this standard under the following specific circumstances:

##### Specific Exemptions:

- Where the incorrect address/directions are given.

#### **GES 5 – Complex Connection Cost Estimate (cost estimate for complex connections requiring a service visit)**



### Definition

BLPC shall provide a cost estimate for a new or altered supply within twenty-five (25) working days of the submission of the minimum information required to provide the estimate.

The affected customer's account shall be automatically credited when BLPC fails to achieve this target. The value of compensation corresponds to the customer's class: \$45.00 (D), \$90.00 (GS) or \$215.00 (SVP/LP).

BLPC may be relieved from liability for breach of this standard under the following specific circumstances:

### Specific Exemptions:

- Where the submitted documentation does not meet the stipulated engineering standards for documents of this nature e.g. engineering diagrams, technical system documents etc.;
- Where the customer fails to provide the minimum information required for the determination of the estimated costs. BLPC should therefore, at the time the customer requests the cost estimate, specify the minimum information required from the customer to facilitate the request; and
- Where delays occur due to difficulties in obtaining the required permissions from property owners and/or the Planning and Development Department. Such difficulties must be communicated to the customer.

## **GES 6 – Connect or Transfer of Service (Connect or transfer of a service to an existing installation)**

### Definition

BLPC shall connect or transfer an electricity service where there is a meter already installed on the premises, within twelve (12) working hours of the customer signing the requisite service contract.

The affected customer's account shall be automatically credited when BLPC fails to achieve this target. The value of compensation corresponds to the customer's class: \$45.00 (D), \$90.00 (GS) or \$215.00 (SVP/LP).

BLPC may be relieved from liability for breach of this standard under the following specific circumstances:

Specific Exemption:

- Where the service has been disconnected for more than six (6) months and/or requires a valid certificate of inspection from the GEED before it can be connected.

**GES 7 – Reconnection (Reconnection of service on settling the bill after disconnection at the meter)**

Definition

BLPC shall reconnect the electricity service for all AMI meters within two (2) working hours and for all other meters, within six (6) working hours, on verification of payment of bill and the reconnection fee. Where the customer makes the payment at an external agency, the customer must notify/call BLPC's customer service department and provide proof of payment (receipt number for the bill payment and reconnection fee) to benefit from those mentioned above reconnection times.

The affected customer's account shall be automatically credited when BLPC fails to reconnect a customer within the time allocated. The value of compensation corresponds to the customer's class: \$45.00 (D), \$90.00 (GS) or \$215.00 (SVP/LP).

BLPC may be relieved from liability for breach of this standard under the following specific circumstances:

Specific Exemption:

- Where a customer utilises an external payment location other than the BLPC office and fails to contact BLPC to provide proof of payment.

## **GES 8 – Response to Billing Complaints (The time frame in which BLPC responds to customer billing complaints)**

### Definition

BLPC shall provide resolution to written or emailed billing complaints within three (3) working days of receipt of the complaint. Where BLPC considers that a service visit is required, BLPC shall provide an assessment and resolution within eight (8) working days of receipt of the complaint. Findings communicated to the customer orally, written or electronically will constitute a response from BLPC. The investigation findings shall include what provisions are being made to rectify the problem and a time frame for rectification. Each complaint shall receive a tracking number for ease of reference.

The affected customer's account shall be credited when BLPC fails to comply with the target for resolution of written or emailed billing complaints, or fails to visit the customer where appropriate. The value of compensation corresponds to the customer's class: \$45.00 (D), \$90.00 (GS) or \$215.00 (SVP/LP) in each instance.

BLPC may be relieved from liability for breach of this standard under the following specific circumstances:

### Specific Exemption:

- Where notice is provided to the customer either orally or in writing, notifying them of challenges in accessing the customer's premises, as a result of locked gates, aggressive/unrestrained animals, etc.

## **GES 9 – Timely Payment of Compensation**

### Definition

BLPC shall settle all compensation payments timely for breaches of the Guaranteed Standards of Service; both where automatic or customer-initiated compensation is required. BLPC shall credit the assigned compensation to the customer's account within two (2) months of confirmation of the breach. On expiration of the target time, BLPC shall

automatically credit the affected customer's account the assigned compensation, for this standard, in addition to the compensation for previous breach.

The affected customer's account shall be further credited when BLPC fails to achieve the specified target. The value of compensation corresponds to the customer's class: \$45.00 (D), \$90.00 (GS) or \$215.00 (SVP/LP).

BLPC may be relieved from liability for breach of this standard under the following specific circumstances:

Specific Exemption:

- N/a.

#### 4.3 Overall Standards of Service for BLPC

The determination on the Overall Standards of Service for the BLPC is summarised and presented in

Table 2, followed by a more detailed definition for each Standard of Service and the applicable exemptions.

**Table 2. Summary of Overall Standards of Service for BLPC.**

STANDARD	DESCRIPTION	TARGET
<b>OES 1</b> (Amended)	<b>Meter Reading</b>  Frequency and Accuracy of meter reading.	a) 100% of Domestic/General Service customers' <b>AMI meters to be read monthly</b> ; Domestic/General Service customers with non-AMI meters, shall have their <b>meters accurately read every two months</b> .
		b) 100% of Secondary Voltage Power and Large Power customers' <b>meters to be read monthly</b> .
		c) 100% of AMI meter readings to be <b>verified monthly</b> for all customer classes, ensuring that ALL meter readings reflect accurate customer consumption.
<b>OES 2</b>	<b>Voltage Complaints</b>  Response to complaint of high/low voltage.	100% of complaints to be responded to <b>within twenty-four (24) working hours</b> of receipt of complaint.
<b>OES 3</b>	<b>Outage Notice</b>  Prior notice of outages.	In 100% of instances of planned outages, all potentially affected customers are to be appropriately <b>notified forty-eight (48) hours</b>

		<b>before</b> commencement of the outage
<b>OES 4</b>	<b>Response to Complaints and Claims</b>  Response to written and oral complaints and claims related to Standards of Service.	100% of customers' complaints and claims to be <b>acknowledged within five (5) working days</b> of receipt.
<b>OES 5</b>	<b>Call Centre Answering</b>  Billing and Trouble Centre Calls answered by a customer service representative.	85% of calls to be answered <b>within one (1) minute</b> .
<b>OES 6 (Amended)</b>	<b>Billing period</b>  The period between two meter readings whether interim, estimated or actual.	100% of customers with AMI meters shall be <b>invoiced for no more than thirty-one (31) calendar days</b> in a billing period. Non-AMI customers shall be <b>invoiced for no more than thirty-three (33) calendar days</b> in a billing period.
<b>OES 7</b>	<b>Response to Damage Claims</b>  Acknowledgement and settlement of claims.	a) Acknowledge 95% of damage claims <b>immediately</b> on receipt of oral claims and for written claims, <b>within five (5) working days</b> of receipt. b) Settle 95% of damage claims <b>within two (2) months</b> of receipt of written or oral claim.
<b>OES 8 (New)</b>	<b>Technician's Inspection Receipt</b>  Issuance of Duplicate Receipt to customers upon technician inspection.	Technician Inspection Receipts (TIRs) issued in 100% of inspections at customer's premises.

#### 4.4 Overall Standards: Definitions & Specific Exemptions

##### OES 1 – Meter Reading (Frequency and Accuracy of meter reading)

###### Definition

BLPC shall read all AMI meters monthly for Domestic, General Service, Secondary Voltage Power and Large Power customers; all other meters (non-AMI) shall be accurately read at least every two (2) months. For AMI meters, all readings to be published on bills must be verified monthly. ALL meter readings shall reflect accurate customer consumption.

BLPC shall indicate, within the quarterly Standards of Service reporting, the percent accuracy and volume of meters for each customer class being within the specified tolerance for each month.

Where meter readings are in question, and this initiates a site visit, the accuracy of the readings must be within the accepted Standard as per the American National Standards Institute (ANSI C12.20).

Specific Exemption:

- Where access to the customer's premises is restricted, and the meter is inaccessible to the meter reader (e.g. aggressive/unrestrained animals or a locked gate). In these cases, BLPC shall inform the customer of the situation and arrange to facilitate access.

**OES 2 – Voltage Complaints (Response to Complaint of high/low voltage)**

Definition

All voltage complaints shall be responded to within twenty-four (24) working hours of receipt.

Specific Exemption:

N/a

**OES 3 – Outage Notice (Prior notice of outages)**

Definition

All potentially affected customers shall be appropriately notified of a planned outage at least forty-eight (48) hours before the outage is instituted. The notification should be posted to social media and any two of the following; leaflet in mailboxes, television, radio, and print media.

Specific Exemption:

N/a

**OES 4 – Response to Complaints and Claims (Response to Written and Oral Claims related to Standards of Service)**

Definition

100% of oral and written complaints/claims for breaches of the Standards of Service shall be acknowledged within five (5) working days of receipt. Acknowledgements received via a verbal telephone call, emailed or printed correspondence from BLPC's representative shall be deemed as appropriate.

Specific Exemption:

N/a

#### **OES 5 – Call Centre Answering (Billing and Trouble Centre calls answered by a customer service representative)**

##### **Definition**

At least 85% of all calls to BLPC's Billing and Trouble Centre shall be answered within one (1) minute.

##### **Specific Exemption:**

- Where the volume of calls received during the period of an outage on one (1) or more feeders do not permit them to be answered within the required time (e.g. during major outages) i.e. where more than one third of the customer base is impacted).

#### **OES 6 – Billing Period (Period between two meter readings whether interim, estimated or actual)**

##### **Definition**

All bills issued to customers with AMI meters in any billing cycle shall be invoiced for no more than thirty-one (31) calendar days of service. For all other customers with non-AMI meters, all bills issued per billing cycle, shall reflect no more than thirty-three (33) calendar days of service.

##### **Specific Exemption:**

- Where access to the premises is restricted or the meter is inaccessible to the meter reader (e.g. aggressive/unrestrained animals or a locked gate). In these cases, BLPC shall inform the customer of the situation and arrange an appointment to facilitate access.
- Where special billing arrangements exist that accompany first time billing of new services, move-ins & move-outs billing and service withdrawals billings.

#### **OES 7 – Response to Damage Claims (Acknowledgement and settlement of claims) (Amendment)**

##### **Definition**

BLPC shall acknowledge 95% of damage claims; immediately for oral claims, and within five (5) working days for written claims. A minimum of 95% of damage claims are expected to be settled within two (2) months of receipt of the written or oral claim.

Specific Exemptions:

- Where the lack of access to the customer's equipment hinders BLPC's investigation. In such a case, BLPC shall inform the customer of the situation and arrange an appointment to have it corrected; and
- Where the customer fails to provide the minimum information required concerning the claim. Accordingly, at the time of BLPC's acknowledgement of a damage claim (immediately on receipt of oral claims and for written claims, within five (5) working days of receipt), BLPC shall advise the customer of the minimum information required to settle the claim.

**OES 8 – Technician's Inspection Report (TIR) (New)**

Definition

This refers to a duplicate receipt which outlines the particulars of a BLPC technician's visit or inspection at a customer's premises, such as date (of request for inspection or complaint and the inspection date), time, reason/purpose of inspection, as well as a brief summary of the inspection. The summary of the inspection shall refer to the observations made by the technician at the site visit. The customer and the technician should sign the receipt. A copy should be issued to the customer whenever a technician completes an assessment. BLPC shall retain the duplicate copy as proof of inspection.

BLPC shall be required to provide time and date-stamped video or photographic evidence to account for the work conducted at the site. This information shall be kept by BLPC in the event of a potential dispute as means of accountability and transparency.

Specific Exemptions:

N/a.



#### 4.5 Reliability Indicators

The Commission has determined that, at this time, it is appropriate to maintain the system reliability indicator targets<sup>20</sup>, as stated in the Standards of Service Decision 2018 – 2020. These targets are based on the average of BLPC's reported historical performance for the period 2012 - 2016.

The Commission recognises that the transition to 100% RE by 2030 may present some temporary challenges in terms of system reliability, as BLPC seeks to diversify its generation mix. As such, the Commission has retained these targets, given the continued satisfaction with BLPC's reliability performance. The determined performance targets for the reliability indicators are presented in Table 3, followed by their standard definitions.

**Table 3. System Reliability Indicators for BLPC**

RELIABILITY INDICATOR	TARGET
<b>System Average Interruption Duration Index (SAIDI)</b> (Outage hours per year per customer)	<b>3.68</b>
<b>System Average Interruption Frequency Index (SAIFI)</b> (Outages per year per customer)	<b>5.84</b>
<b>Customer Average Interruption Duration Index (CAIDI)</b> (Average Duration (in hours) of each outage per customer)	<b>0.63</b>
<b>Average System Availability Index (ASAI)</b> (Percentage System Availability per year)	<b>99.958%</b>

The Definitions of the indices currently adopted to monitor BLPC's performance are given below, based on the IEEE definitions.

**System Average Interruption Duration Index (SAIDI)** – SAIDI captures the average number of minutes that a customer is without an electricity supply over a specified time period (e.g. monthly). This is computed as the sum of the duration, pertaining to each sustained interruption (in hours), divided by the total number of customers. SAIDI

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<sup>20</sup> See the, Institute of Electrical and Electronic Engineers, *Institute of Electrical and Electronic Engineers (IEEE) Guide for Electric Power Distribution Reliability Indices*, 1366-2003, 2004 ed. (USA: IEEE, 2004).

<sup>20</sup> IEEE 1366 Standard determines Major Event Days (MEDs) – these are days which exceed the threshold computed and the event(s) excluded from the indices calculation. The BLPC currently employs this method for SAIDI determination.

excludes momentary interruptions<sup>21</sup> (one minute or less). Mathematically, this is represented by:

$$\text{SAIDI} = \frac{\text{Total Customer Hours Interruptions}}{\text{Total Number of Customers Served}}$$

**System Average Interruption Frequency Index (SAIFI)** – SAIFI represents the average number of times a customer’s supply is interrupted (e.g. each month). It is calculated as the sum of each sustained customer interruption divided by the total number of customers. SAIFI excludes momentary interruptions. Mathematically, this is represented by:

$$\text{SAIFI} = \frac{\text{Total Customer Interruptions}}{\text{Total Number of Customers Served}}$$

**Customer Average Interruption Duration Index (CAIDI)** – CAIDI is the average duration of each supply interruption per customer. This is computed as the sum of the duration of each sustained customer interruption (in hours) divided by the total number of sustained customer interruptions (SAIDI divided by SAIFI). CAIDI excludes momentary interruptions. Mathematically, this is represented by:

$$\text{CAIDI} = \frac{\text{Total Customer Hours of Interruption}}{\text{Total Number of Customer Interruptions}}$$

**Average Service Availability Index (ASAI)** - ASAI measures the percentage of time that a customer receives an electricity service over a defined reporting period<sup>22</sup>. An annual ASAI of 99.994 %<sup>23</sup> of the electricity distribution system represents a good measure of service availability. An indication of availability of electricity service is an important feature of a utility’s reliability. Mathematically, this is represented by:

$$\text{ASAI} = \frac{\text{Customer Hours Service Availability}}{\text{Customer Hours Service Demand}}$$

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<sup>21</sup> The (IEEE) 1366 standards, (2004), page 3 defines a momentary interruption as a single operation of an interrupting device that results in a voltage zero. Typically, these are outages which occur and last 5 minutes or less. These can cause voltage spikes and impact sensitive electronic equipment.

<sup>22</sup> ASAI is usually reported annually; it should be noted that a normal calendar year has 8760 hours, whereas a leap year has 8784 hours. See IEEE 1366 Standards 2003, p 6.

<sup>23</sup> An ASAI of 99.994% equates to a total outage duration of thirty (30) minutes per year.

The above reliability indices may be computed on any time basis - daily, weekly, monthly or yearly. The Commission reviews and monitors submitted reports from the BLPC on a quarterly basis, broken down by month. An assessment of reliability performance allows the Commission to determine whether there was an improvement or deterioration in the system-wide delivery of electricity.

## SECTION 5 – GENERAL EXEMPTIONS

The Commission acknowledges that circumstances or events beyond the control of BLPC may cause BLPC to fail to meet the Guaranteed Standards of Service. In these circumstances, BLPC is under no obligation to make compensatory payments. The term used to define these events is *Force Majeure*. Black's Law Dictionary (2009) defines *Force Majeure*<sup>24</sup> as:

*"An event or effect that can be neither anticipated nor controlled; esp., an unexpected event that prevents someone from doing or completing something that he or she had agreed or officially planned to do. The term includes both acts of nature (e.g. floods and hurricanes) and acts of people (e.g. riot, strikes and wars)."*

The Standard of Service regime states that the *force majeure* conditions under which the exemptions from Standards of Service may be granted are:

- (e) An act of war (whether declared or not), hostile invasion, act of foreign enemies, terrorism or civil disorder;
- (f) A strike or strikes and/or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not);
- (g) Landslides, lightning, hurricanes, floods, storm, earthquake, volcanic eruptions, tsunami or any other natural disaster of overwhelming proportions;
- (h) Riots;
- (i) Civil commotion;
- (j) Acts or threats of terrorism;
- (k) Insurrections;
- (l) Epidemics/Pandemics;
- (m) Trade restrictions;
- (n) Inability to obtain any requisite Government permits; and
- (o) Breakdown of machinery or equipment or any other force or cause of similar nature not within the control of the company and which by the exercise of diligence it is unable to avoid, prevent or mitigate.

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<sup>24</sup> Bryan Garner, Black's Law Dictionary (United States: Thomson Reuters, 2009), 718.

## **5.1 Other Exemptions and Conditions**

The Commission is cognisant that other circumstances may exist from time to time which might impede BLPC's ability to meet the prescribed Standards of Service. In such cases, where a customer is dissatisfied with BLPC's application of an exemption, that customer may seek the Commission's guidance. After that, the Commission may, upon review, authorise the BLPC's action or require it to honour a claim. The Commission expects reasonable consideration to the customer under similar circumstances, including but not limited to the customer's obligations.

The situations which might fall into this category may include but are not limited to the following:

- (a) Inability to gain access to the customer's premises or BLPC's facilities;
- (b) Where the customer's installation does not meet BLPC's requirements for installation or is considered unfit for service. (BLPC's installation requirements are published in its Information and Requirements booklet and on its website);
- (c) Where the customer or the customer's agent fails to fulfil his obligations;
- (d) Where the customer informs BLPC in writing that he does not want further action to be taken on a matter;
- (e) Where the customer requests, in writing, that BLPC take action at a later date than required by the Standards of Service;
- (f) Where an offence has been committed through interference with BLPC's metering equipment;
- (g) Where the customer's electricity account remains unpaid after BLPC has given the customer notice of its intention to disconnect the supply for non-payment;
- (h) Where BLPC is requested by a public authority to provide emergency electricity supply to assist in emergency action and the provision of such service restricts the connection of a customer to a specified service or the rectification of a fault or service difficulty;
- (i) Where the customer is required to pay a charge to BLPC for connection to the service or for the use of the service and BLPC has reasonable grounds to believe, based on the customer's prior debt service record, that the customer would be unwilling or unable to pay the charge as it becomes due;

- (j) Other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party could not foresee by using its best efforts; and
- (k) Where there are legal constraints that may prevent BLPC from meeting the Standards of Service.

It is proposed that these aforementioned, established, extenuating conditions be maintained.

## SECTION 6 – REASONS FOR DECISION

### 6.0 General

In determining the applicable Standards of Service for BLPC 2022 – 2025, the Commission in exercising its legislative authority has allowed its determinations to be navigated by the following:

- 1) The continued need for the protection of consumer interest, ensuring that BLPC provides safe, adequate and reliable service;
- 2) The enhanced capabilities of BLPC based on its achievement of 97%<sup>25</sup> AMI rollout;
- 3) Policy directives which target 100% RE by 2030 and the ongoing movement towards a diversified electricity generation mix through the integration of variable renewable sources of energy;
- 4) The need for a responsive regulatory framework to facilitate a smooth RE transition;
- 5) The historical Standards of Service performance of BLPC;
- 6) Issues and gaps observed by the Commission within the existing Standards of Service framework;
- 7) The consultation paper responses of BLPC, written hearing submissions of BLPC and BREA, and expressed challenges such as coping with the expected exponential upswing in the number of RE interconnection requests, further exacerbated by the ongoing COVID-19 pandemic and its trickle-down national economic impacts; and
- 8) The significance of the Standards of Service framework as a medium to enhance the Ease of Doing Business Index ranking for Barbados.

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<sup>25</sup> The Barbados Light & Power Company Limited, Home Page, accessed July 28, 2022, <https://www.blpc.com.bb/index.php>

## **6.1 Amendments to the Standards of Service**

It is the view of BLPC that, even though challenging during the current environment exacerbated by COVID-19, the current standards are reasonable, and appropriate. The Commission is of the view that standards should be refined when appropriate to catalyze continuous improved quality of service, and below the Commission provides the reasons for this Decision.

In total, amendments were made to: four (4) Guaranteed Electricity Standards, and two (2) Overall Electricity Standards, while one (1) new Overall Standard is being introduced.

### **GES 2: Fault Repair (Distribution System) Mode of Compensation**

The major change to this standard was the compensation adjustment from customer-initiated claim to automatic compensation. The Commission's analysis revealed that many customers eligible for compensation under this standard were not coming forward. One possible reason was the administrative burden on customers to complete the requisite claims form.

Similarly, the Commission, in discussion with BLPC, is aware that the 97% AMI rollout should result in an enhanced ability to remotely monitor aspects of the electricity network. This enhanced remote monitoring capability should better allow BLPC to respond to outage events, thus minimising the number of persons who experience prolonged outages. In this regard, BLPC expressed that "it is difficult to efficiently and accurately identify specific customers affected by the fault whose supply restoration extended beyond target level. Automatic compensation is possible when a failure occurs for those customers who contact BLPC's Call Centre to report an outage". However, the Commission believes that with the significant AMI meter coverage, there will be no need for customers to contact BLPC to report a fault as BLPC should be capable of identifying faults and the affected customers. The expectation is that eliminating the need to process a claims form would also result in greater administrative efficiencies on BLPC's end. BLPC submitted that they are not opposed to this adjustment.



## **Description**

The Commission has also adjusted the description of this standard for enhanced clarity. To this end, the Commission has restated the description as “the time it takes to restore supply after a fault occurs on any part of the network that manifests itself on the distribution system (multiple customers).” This definition includes the critical phrase “on any part of the network” which clarifies that GES 2 is applied to outage events which may have causes beyond a fault within the distribution system, as was previously misconstrued. BLPC submitted that they are also not opposed to this change.

## **Target**

This standard’s target time remains “within eight (8) hours”. The Commission clarifies that the commencement of the eight (8) hour period begins with the service interruption and not with the receipt of the complaint. Again, the enhanced remote monitoring capabilities of BLPC under the AMI rollout should enable an enhanced reaction to outage events. The Commission is also mindful that enhanced reliability of electricity is a metric considered in a country’s Ease of Doing Business ranking. Among other actions, by seeking to incentivise the minimisation of the duration of interruptions experienced by customers, the Commission seeks to promote an enhanced national Ease of Doing Business. BLPC had no objection to same.

## **GES 5: Complex Connections – Cost Estimates Timeframe**

Historically, BLPC has displayed perfect 100% performance for the previous seven (7) periods (2014 to 2020) monitored under the Commission’s Complex Connection – Cost Estimate standard, GES 5. To promote increased efficiency, the Commission seeks to tighten this standard to have such cost estimates provided within twenty-five (25) working days instead of within the previous timeframe of thirty (30) working days. The Commission is also mindful that the average time to establish a permanent electricity connection is a previously considered metric in calculating a national Ease of Doing Business score. As such, the Commission wishes to promote tightening this timeframe, which is anticipated to moderately improve efficiency without compromising BLPC’s

ability to provide quality service. BLPC expressed a challenge with the tightened timeframe, and opined that an extended timeframe may be more appropriate citing the expectation of more complex connections due to an anticipated increasing number of RE generators and restrictions associated with the 'COVID-19 pandemic environment'.

In this regard, the Commission believes that while valid, the provision of estimates for complex RE interconnections concerns will be addressed in future finalised FIT agreements and not under these standards. The Commission is also of the view that BLPC must strive for an enhanced standard of service despite the impacts of the COVID-19 pandemic, mindful that where shortfalls result despite its best efforts, the Commission will consider the need for any prudently applied exemption conditions, if the pandemic conditions persist or worsen. In its review, the Commission has taken the opportunity to review the standards applied by other electricity regulators in the global arena. Notably, Complex Cost Estimates in other jurisdictions require the provision of cost estimates in as few as fifteen (15) or even five (5) days, based on the technical details<sup>26</sup>. In the UK, a penalty structure exists for the provision of inaccurate cost estimates; this is an area that the Commission may explore further.

### **Mode of Compensation**

The Commission has determined that compensation under this standard be issued automatically. As such, a reduced administrative burden on both ends regarding the completion and processing of claims submitted should realise greater efficiency. BLPC did not have an issue with the imposition of such a measure. However, BLPC expressed that there is sometimes an inability to identify the customer account to which a credit should be applied. This challenge is due to no specific customer tariff/account usually related to the individual or entity requesting the estimate. The Commission has determined that the account is automatically credited when a customer account exists and is known. If no account exists, BLPC shall contact the customer to issue a refund.

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<sup>26</sup> Electricity North West "Metered Connections Guaranteed Standards of Service for Electricity Distribution Companies in England, Wales & Scotland, May 2021" accessed July 29, 2022, <https://www.enwl.co.uk/globalassets/get-connected/apply-for-a-new-connection/gsop/metered-connections-guaranteed-standards-of-service-for-electricity-distribution-companies-in-england-wales--scotland-may-2021.pdf>

## **GES 7: Reconnection**

### **Timeframe**

As BLPC nears 100% completion of its AMI rollout, the Commission expects that with AMI meters and the enhanced capabilities implemented by BLPC shall benefit consumers. The AMI rollout allows for enhanced remote monitoring and interaction, permitting almost instantaneous reconnection.

BLPC submitted that they are not opposed to the adjustment, provided the description reads, “Customers with AMI meters that have the facility to connect and disconnect remotely should be reconnected within two (2) working hours of providing the BLPC with a receipt number as evidence of payment”. BLPC expressed that not all AMI meters have the functionality to be remotely disconnected or reconnected. For this reason, BLPC proposes that the time frame for reconnection for the AMI meters without the remote function remain at ‘within six (6) working hours’. The Commission does not agree with the proposal because customers did not choose whether their AMI meter currently has the functionality or not. Therefore, the Commission has determined that all AMI meters with and without the remote function shall be reconnected within two (2) working hours of verification of payment. BLPC is therefore encouraged to expand the functionality for all AMI meters to ensure all customers can benefit equally.

For the customers with the AMI meters with the remote functionality, BLPC highlighted that those customers who make payments at the BLPC office could receive reconnection within two (2) working hours. However, BLPC also highlighted that most of its customers utilise a third-party payment partner to pay their bills. The Commission encourages BLPC to continue to work with its payment partners to facilitate a more seamless payment processing relationship. In the interim, customers are encouraged to call BLPC to verify their payments to benefit from the two (2) working hour timeframe, where payments made utilise a third-party payment partner such as Surepay. Once the customer calls BLPC to provide a receipt number as evidence of payment, the two (2) working hour timeframe for reconnection will commence.

## **GES 8: Response to Billing Complaints**

### **Timeframe**

The Commission has tightened the timeframe for BLPC's response to billing complaints which require a site visit to provide an assessment and resolution from within ten (10) working days to within eight (8) working days, in light of the successful AMI rollout. This rollout, as mentioned previously, increases the remote monitoring capabilities of BLPC. The Commission, therefore, anticipates that with enhanced remote monitoring capabilities, fewer site visits will be required, as remote investigation and resolution, not previously available, are introduced. BLPC has highlighted the challenges presented by the COVID-19 pandemic concerning scheduling and conducting site visits in expressing its opposition to this tightened timeframe. Additionally, BLPC submitted that the tightened timeframe does not add any additional value to customers, given any billing adjustment resulting from the complaint can only be reflected in the customer's next bill that will be issued within the next thirty-day (30) billing cycle. BLPC also added that the shorter timeframe would require additional resources to meet the proposed amended timeframe, which the customer will ultimately bear.

BLPC has shown significant improvement in its billing function, which has led to decreased levels of complaints. In 2018, the total billing complaints were 572 (inclusive of nine (9) requiring site visits), dropping to 15 (with zero (0) requiring a visit) in 2019, 25 (with two (2) requiring a visit) in 2020, and two (2) (with none requiring a visit) in 2021. For the first half of 2022, the total billing complaints were just ten (10) of which eight (8) required site visits<sup>27</sup>. The Commission advises BLPC to give its best efforts to meet the targets. If shortfalls occur, the Commission will evaluate the impact of any external conditions in determining whether an exemption condition should apply.

## **OES 1: Meter Reading**

### **Description**

Through its review of a customer complaint, the Commission observed that the Standards of Service framework did not directly address the need for meter readings to be accurate. Though the accuracy of meter readings was expected given prudent utility practice by BLPC, the Commission has amended the description of this standard to include both the

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<sup>27</sup> Based on the information provided through BLPC's Q4 2018, Q4 2019, Q4 2020, Q4 2021 and Q2 2022 regulatory reporting to the Commission.

‘Frequency and Accuracy’ of meter readings. The new proposed wording of this standard now addresses not just how often meters are read but the accuracy of readings produced; Meter accuracy would now be a standard that the Commission monitors under the Standards of Service framework. BLPC did not oppose the changes to the description.

### **Target**

Given the 97% AMI rollout, the Commission has determined that 100% of AMI meters shall be read monthly across all customer classes instead of every two (2) months, as was previously enforced for some customer classes (D/GS). This allows the consumer to receive more accurate and timely bills and enables BLPC to redirect the resources to other areas that are needed. Remote AMI meter readings would facilitate this adjustment. The Commission also determined that BLPC shall verify AMI meter readings monthly, ensuring that meter readings are valid and reflective of accurate customer consumption. Customers with Non-AMI meters in the Secondary Voltage Power and Large Power (SVP/LP) shall continue to have their meters read monthly. All meters shall be accurately read.

In contrast, Domestic/General Service customers with Non-AMI meters shall continue to have accurate meter readings every two (2) months. Non-AMI meters shall continue to be read manually while AMI meters are read remotely. With this system in place, interim bills are expected to be rendered obsolete, as installed AMI meters can provide ‘real-time’ data that will assist the company in its service management while also assisting customers in making informed choices about their energy use<sup>28</sup>. The Commission anticipates BLPC’s 100% AMI deployment.

### **OES 6: Billing Period**

#### **Target**

The Commission amended this target to reflect 100% of customers with AMI meters to receive a bill for a maximum of 31 calendar days. Non-AMI customers would continue to be billed for a maximum of 33 calendar days. The success of BLPC’s nationwide AMI rollout, and BLPC’s consistent historical performance about this standard, serve as the

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<sup>28</sup> The Barbados Light & Power Company Limited, “AMI Meters Installed,”.

rationale for this proposed change. The Commission expects that this change will result in greater billing consistency for customers. BLPC, in its submission, is not opposed to the change, provided the standard includes specific exemptions for special billing arrangements such as billing of new services, move-ins & move-outs and service withdrawals. The Commission understands that these particular cases may result in billing that exceeds 31 calendar days and has determined to include the aforementioned specific exemptions.

#### **OES 8 <sup>new</sup>: Technician's Inspection Receipt (TIR)**

##### **Target**

Through its handling of customer complaints, the Commission has observed the need for customers to be presented with a record of technician visits to their premises, as it better enables customers to document their interactions with BLPC. This becomes very important where disputes arise, and customers solicit the Commission's assistance in resolving the matter. The Commission expects this documentation to alleviate such a problem, as it provides a record for both parties in the form of a duplicate TIR. This receipt would be issued whenever a BLPC technician visits a customer to conduct an inspection.

The standard establishes a benchmark of TIRs issued to customers in 100% of technician visits to their premises. The TIR will feature the date (of request for inspection or complaint, and the inspection date), time and reason/purpose for inspection, a brief summary of the inspection, and the signature of both parties (technician and customer). One copy of the duplicated receipt would remain with the customer, while the other copy remains with BLPC. This receipt shall provide reliable evidence in the event of disputes arising between the service provider and the customer, allowing for the 'tracking' of issues which may span several months or years.

During the consultation, BLPC raised three issues in response to this new standard; these issues were: customer availability for site visits, the possibility for more site visits to be conducted after working hours to accommodate customers, and the fact that this measure promotes greater face-to-face interaction. BLPC also highlighted its advanced development of a mobile workforce application. Additionally, BLPC submitted, for the

written hearing, that the outcome of the investigation will generally be only known after the inspector has returned from the field. The Commission notes that the details captured would refer to observations made at the site visit.

The Commission anticipates that introducing this standard will result in BLPC having to make appointments with customers for inspections. While this may present a challenge, the Commission is eager to explore the potential benefits which may arise from the implementation of such a standard. As Barbados returns to some level of normalcy, the Commission suggests that BLPC technicians and customers practice a rigorous hand hygiene regime and social distancing as much as possible to reduce any potential for the spread of COVID-19. The Commission looks forward to the further development of the highlighted mobile application. The Commission looks forward to learning more about its uses, intended purpose and design. However, the Commission is not satisfied that this application represents a suitable and viable alternative to the TIR.

#### **Input from BREa to the written hearing**

The Commission acknowledges the input from BREa as it relates to the RE interconnection process. BREa submitted that the Standards of Service should include the following additional guaranteed standards in Table 1 below. The Commission understands the importance of RE interconnection process and the implications for the country's clean energy transition and the BNEP 2030 targets. However, the Commission has determined that BREa's suggested inclusions are better fitted for Power Purchase Agreements or future FIT agreements where applicable.

**Table 4. BREa's proposed additional standards.**

<b>BREa's Suggested Additional Standards</b>	<b>Description</b>
RE Connection – Connection Impact Assessment	This refers to the time required to evaluate and approve or reject a Connection Impact Assessment ("CIA") for a new renewable energy or storage system
RE Connection – Connection Cost and Time Estimates	This refers to the time it takes to provide a cost estimate for the connection of a new renewable energy or storage system, together with the estimated date by which BLPC would be ready to connect the system
RE Connection – Execution of PPA (<10 MW)	This refers to the time it takes for BLPC to make an irrevocable offer of PPA to the generator in respect of a new renewable

	energy or storage system
RE Connection - Execution of Interconnection Agreement	This refers to the time it takes to execute and deliver an Interconnection Agreement for a new renewable energy or storage system
RE Connection - Connection Availability Date	This refers to the date when BLPC is actually ready to complete the connection and commissioning of a renewable energy or storage system so that the generator may achieve commercial operation



## **SECTION 7 – ADMINISTRATION**

### **7.1 Monitoring & Enforcement of Standards of Service**

BLPC is required to submit quarterly Standards of Service reports within one (1) month of the conclusion of each quarter. This report shall be used monitor and verify compliance with each standard. This report includes information on:

- The number of breaches under each Guaranteed Standard of Service (GES 1 to GES 9) and percentage compliance;
- The level of compliance, as a percentage, of each Overall Standard of Service (OES 1 to OES 8);
- ASAI (Average System Availability Index);
- CAIDI (Customer Average Interruption Duration Index);
- SAIDI (System Average Interruption Duration Index);
- SAIFI (System Average Interruption Frequency Index); and
- Details of any extenuating circumstances that would have prevented it from achieving the targets for the Overall Standards of Service.

The first reporting quarter will be January 1 to December 31, 2023. Thereafter, the other reporting periods will be the four (4) consecutive quarters of 2024, 2025 and 2026.

In addition to the above information, BLPC is required to submit annual Standards of Service reports for 2023, 2024, 2025 and 2026. These reports include information on:

- The number of customers eligible for compensation during the reporting financial year;
- The total value of eligible compensation;
- The number of customers who actually received compensation; and
- The value of compensation remitted.

Compliance with the Standards of Service will be evaluated on a monthly basis and annual reports shall be submitted no later than two (2) months after the end of the applicable reporting year.

The Commission reserves the right to conduct independent investigations that seek to determine the extent to which BLPC is meeting the Standards of Service.

Where an Overall Standard is not met, BLPC shall provide an explanation to the Commission. Where BLPC continually fails to meet an Overall Standard, and it appears that no reasonable effort has been made to rectify the breach, Section 43 of the FTCA and Sections 31 and 38 of the URA may be invoked.

That notwithstanding, the Commission reserves the right to make any rules, regulations and orders in respect of penalties for non-compliance of the relevant Standards of Service in accordance with Section 38 of the URA.

## **7.2 Public Education & Disclosure of Information**

Information related to the level of compliance by BLPC, with the herein prescribed Guaranteed and Overall Standards of Service, will be made available to the public on an annual basis.

BLPC shall make a detailed list of the approved Guaranteed and Overall Standards of Service available to its customers. This list shall include information on the service categories, target times and compensatory payments, where applicable.

BLPC's fault reporting process will also be made known to the public and the appropriate contact numbers included.

BLPC shall also widely publicise the means via which compensation for breaches may be sought. The Commission is of the view that this can be readily advertised on the customer's electricity bill.

## **7.3 Implementation and Review**

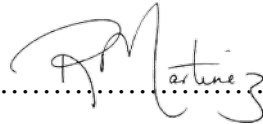
The Standards of Service for the BLPC shall come into effect on January 1, 2023 for a period of three (3) years, provided that the Commission shall be at liberty to extend the

validity of its Decision for a further period of no more than two (2) years. These Standards of Service shall be subject to review by the Commission.

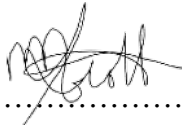
Dated this 22nd day of December 2022

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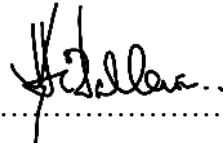
John Griffith  
Commissioner

A handwritten signature in black ink, appearing to read "R Martinez", written above a horizontal dotted line.

Ruan Martinez  
Commissioner

A handwritten signature in black ink, appearing to read "Ankie Scott-Joseph", written above a horizontal dotted line.

Ankie Scott-Joseph  
Commissioner

A handwritten signature in black ink, appearing to read "S Wallerson", written above a horizontal dotted line.

Samuel Wallerson  
Commissioner