DECISION

Document Title:

The Commonwealth of Dominica Electricity Sector Transmission, Distribution and Supply Code

Document Reference: 2016/003/D

Independent Regulatory Commission
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DOCUMENT TITLE AND APPROVAL PAGE

DECISION REFERENCE NUMBER: **2016/003/D**

DOCUMENT TITLE: **THE COMMONWEALTH OF DOMINICA ELECTRICITY SECTOR TRANSMISSION, DISTRIBUTION AND SUPPLY CODE**

1. PURPOSE OF DOCUMENT

This document covers the guiding principles, operating procedures and technical standards governing the operation of the electric power grid in the Commonwealth of Dominica, all interconnected generating facilities, and customer loads. The Code seeks to facilitate the economic, safe and reliable operation and expansion of the National Grid. The provisions of the Code are enforceable under the Electricity Supply ACT #10 of 2006.

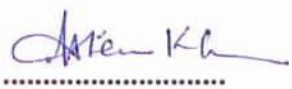
2. RECORD OF DOCUMENT ON ISSUE

Document Number	Description	Date
2016/003/D	Transmission, Distribution and Supply Code	**June 16th, 2016**

3. APPROVAL

This document is approved by the Independent Regulatory Commission (IRC) and the provisions therein become effective on **16th** day of **June 2016**.

On behalf of the Commission:



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GLENN KHAN
EXECUTIVE DIRECTOR

Date: June 16, 2016

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1. INTRODUCTION

The Transmission, Distribution, and Supply Code's aims are:

i. To set out the responsibilities and roles of the parties pertaining to the operation of the Transmission and Distribution System, more specifically relating to:

   (a) reliability, security and safety of the Distribution System.

   (b) operational authority, communication, emergency and contingency planning of the Transmission and Distribution System.

   (c) operation of the Transmission and Distribution System under abnormal conditions.

   (d) field operation, maintenance and maintenance coordination/ outage planning.

ii. To specify safety coordination and management criteria to be applied by the System Operator to meet the Distribution conditions and obligations.

iii. To specify demand and voltage control strategies and methods used for the control of Transmission and Distribution System parameters.

iv. To specify the conditions of Supply to Customers, and the conditions of use necessary to ensure safety and maintain quality of supply to Customers.

2. THE TRANSMISSION, DISTRIBUTION AND SUPPLY CODE

The Transmission, Distribution and Supply Code (T, D&S Code) consists of four Codes, namely the:

(a) Transmission Code

(b) Distribution Planning Code

(c) Distribution System Operation Code

(d) Supply Code

3. SCOPE OF APPLICATION

This T,D&S Code shall apply to all users of the Transmission and Distribution System, including:

(a) The System Operator

(b) Inter-connected Generators

(c) End-use Customers

(d) Any other entities with equipment connected to the Distribution System

4.TRANSMISSION CODE

1. Transmission Code

The National Grid cannot be defined as a transmission system as it does not fall within the prescribed parameters. Such a Grid must contain power lines dedicated to the transfer of energy from one station or substation to another, and operating at a voltage higher than the distribution voltage(s).

The Code shall be named the Transmission, Distribution and Supply Code in anticipation of the construction of a transmission system. At that time the T,D&S Code will be amended to include pertinent guidelines.

5. DISTRIBUTION PLANNING CODE

1. Preliminary

i. These Regulations may be called the Distribution Planning Code

ii. These Regulations shall be applicable to all Licensees interconnected and engaged in generation and supply of electricity to the National Grid for distribution to Customers in Dominica.

iii. These Regulations shall come into force on the date set forth by the IRC in the relevant publication(s).

2. Definitions

In the Distribution Planning Code the following words and expressions shall, unless the subject matter or context otherwise requires or is inconsistent therewith, bear the following meanings:

Act	The Electricity Supply Act (ESA), #10 of 2006.
Agreement	An Agreement entered into by a Licensee and the Generator or Customer.
Customer	Any person who is supplied with electricity for his own use by a Licensee under the ESA, 2006 or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity by the works of a Licensee.
Connected Load	Sum of the rated capacity of all the consuming apparatus installed at the Customer's premises and actually connected to the system of a Licensee, at the time of inspection. This shall be expressed in kW or kVA.

Control Centre / Primary Control Centre	A physical location from where the System Operator will give and receive information and instructions relevant to the operation of the electricity system.
Detailed Planning Data	Includes Standard Planning Data and data relevant for conducting system planning studies such as protection device data, equipment data, planned development data, etc.
Distribution System	The system of wires and associated facilities between the delivery points on the transmission lines or the generating station connection and the point of connection to the installation of the Customers.
Emergency Control Centre	A physical location from where the System Operator will give and receive information and instructions relevant to the operation of the electricity system, in the event of unavailability of the Primary Control Centre.
Generator	Owner and or Operator of an electricity generating facility supplying power to the System Operator via the Grid, ,including DOMLEC.
Grid / National Grid	The interconnected facilities and any other transmission or distribution facilities on the System Operator's side of the interconnection point(s) through which the electrical energy output from the generating unit will be distributed by the System Operator to users of electricity.
High Voltage (HV)	Voltage exceeding 1kV (IEC 60269-1:2006, IEC 62271-

	200:2003)
Licensee	The holder of a License from the IRC
Low Voltage (LV)	Voltage below 1kV (IEC 60269-1:2006, IEC 62271-200:2003)
Maintenance Outage	An interruption of a generating unit, transmission or distribution lines that: i) is not a Scheduled Outage; or ii) has been scheduled and allowed by the grid Operator in accordance with Section 6; and iii) is for the purpose of performing work on specific components, which work could be postponed by at least six (6) days but not be postponed until the Scheduled Outage.
Party	Stakeholder to an agreement, incident or other occasion relating to this Code
Planning Data / Standard Planning Data	Operational parameters recorded hourly, as well as equipment specifications relevant for operating the system effectively.
Prudent Utility Practice	The practices generally followed by the electric utility industry in respect to the design, construction, operation, and maintenance of electric generating,

	transmission, and distribution facilities, including, but not limited to, the engineering, operating, and safety practices generally followed by such utility industries.
Risk-Related Outage	An outage required to mitigate a risk identified on the system which may injure life or property
Sub-station	Facility, as per IEEE standard 100-2000, for transforming or converting electricity for the transmission or distribution thereof and includes transformers, converters, switchgears, capacitors, synchronous condensers, structures cable and other appurtenant equipment and any buildings used for that purpose and the site thereof.
Standard Offer Contract	A long term agreement between the Transmission, Distribution and Supply Licensee and a renewable electricity Generator. The Generator's facility is installed for the primary purpose of self-generation with the excess capacity being off taken by the system operator.

3. Review Panel

3.1. Composition of Review Panel

The IRC shall establish and maintain the T&D Review Panel which shall consist of the following five members with adequate knowledge of technical matters related to electricity supply by Licensees and Generators:

(a) Chairperson nominated by the IRC

(b) One member from each Licensee or Generator

(c) From (b) above the Member-Secretary will be nominated by the IRC from among the representatives of Distribution, and Generation Licensees. A Licensee whose representative is Member-Secretary shall provide the required administrative and other logistic support to the Review Panel. The Member-Secretary shall be fully responsible for rendering needed secretarial assistance to the Review panel.

(d) One member to represent all the Customers directly connected to the Licensee's Distribution System. On completion of tenure, the member shall be replaced by a person from other Customers by rotation as decided by the IRC.

3.2. Tenure of Members

All the members of the Review Panel shall normally have tenure of three years. The new member in replacement shall be from the same category and for the unexpired period of term.

3.3. Functions of the Review Panel

i. The Review Panel shall decide the procedures for transaction of its business.

ii. The Functions of the Review Panel:

(a) Review of the T&D Code as and when necessary.

(b) Consideration of requests for review and making recommendations along with reasons to the IRC.

(c) Issue of guidelines on interpretation and implementation of the Distribution Code.

(d) Review of causes of electrical accidents and recommendations about required remedial measures in the light of any rules in force by the IRC under Section-43 of the ESA, 2006 to avoid recurrence of such

accidents.

(e) Ensuring the consistency of the changes/modifications proposed to the T&D Code with other Codes, Laws, Act, Rules and Regulations in force at that point of time.

(f) Undertaking detailed studies of matters concerning the T&D Code and circulate findings and recommendations of such studies among the members of the Review Panel and other concerned entities.

(g) Holding of regular meetings as required and at least once in six months.

(h) Holding of meeting by any sub-committee of the Review Panel for discussing specific issues raised by any group of stakeholders

3.4. Review and Revisions

i. Persons/users seeking any amendment to the Distribution Code shall send written requests to the Secretary of the Review Panel with a copy to the IRC.

ii. If the request is sent to the IRC directly, it shall be forwarded to the Secretary of the Review Panel who shall, in consultation with the concerned entities and such other persons as the IRC may direct, review the provisions of the T&D Code.

iii. The Secretary shall circulate the proposed changes/modifications to all the Panel Members for their written comments within a reasonable time.

iv. The Chairperson shall convene a meeting of the Panel for discussing the proposed amendments and shall forward its recommendations to IRC.

v. The Member- Secretary shall send the following reports to the IRC after each review meeting of the Panel:

(a) Reports on the outcome of such review.

(b) Any proposed revision to the T&D Code.

(c) All written representations and objections submitted by the users/persons at the time of review.

vi. The Member-secretary shall also forward a copy of agenda notes and proceedings of Review Panel meetings to the IRC.

Note: The Distribution Planning Code and the Distribution System Operation Code share the same Review Panel

3.5. Role of the IRC

i. The IRC shall convey to the Review Panel its decision on any proposed amendment to the T&D Code.

ii. All amendments made to the T&D Code shall be duly incorporated in a standard copy to be kept with the IRC. The standard copy shall also contain a sheet showing chronology of all the amendments.

iii. An updated version of the T&D Code shall be placed on the IRC's website. The IRC may make it available for sale at a reasonable cost. All Licensees shall maintain updated copies of the T&D Code in their offices.

3.6. Dispute Resolution

3.6.1. Mutual Discussion

i. If a dispute or difference of any kind whatsoever (the "Dispute") between parties in connection with, or arising out of, any clause in this Code, either Party may issue to the other Party a written notice (the "Dispute Notice") outlining the matter in dispute. Following issue of a Dispute Notice both Parties shall discuss in good faith and attempt to settle the dispute between them.

3.6.2. Referral and Determination by the IRC

i. If the Dispute cannot be settled within 30 days after issue of the Dispute Notice, either Party shall have the right to refer the Dispute to the IRC for resolution.

ii. The request for referral shall be made in writing to the IRC and a dated copy of the

original Dispute Notice between the Parties shall be attached.

iii. Upon receipt of a request for referral, the IRC shall write to both Parties acknowledging that the Dispute has been referred to the IRC for determination.

iv. Following receipt of the IRC's acknowledgment, each Party shall have five (5) working days to submit their reason (s) as to the cause of the Dispute in writing to the IRC.

v. No later than ten (10) working days after the IRC has received each Party's reason (s) in writing, the IRC shall write to each Party setting out how the IRC intends to resolve the Dispute and indicate a date by which a determination may be expected.

vi. The determination by the IRC shall be legally binding on both Parties subject to provisions of the IRC decision documents and the parties' right of appeal in law.

4. Distribution Planning Responsibility

i. The System Operator shall be responsible for System Planning, including:

(a) Forecasting the future demand on the system

(b) Analyzing the impact of the connection of new facilities such as Generating Units connected to the System, loads, distribution lines, or substations.

(c) Planning the expansion of the Distribution System to ensure its adequacy to meet forecast Demand and the connection of new Generation loads.

(d) Identifying and correcting problems on Quality of Supply, Power Quality and System Losses in the Distribution System. The users of the Distribution System shall cooperate with the System Operator in maintaining the Distribution Planning data.

ii. In order to fulfill the obligations stated in Condition 20 of the System Operator's Transmission Distribution and Supply License of 2014, the System Operator shall develop an Integrated Resource Plan, which shall be updated annually and shall include:

(a) Energy and Demand Forecasts;
(b) Transmission and Distribution conductor routing and sizing
(c) Transmission and Distribution Reactive Power compensation plan;
(d) Transmission and Distribution Losses reduction plan;
(e) Other Transmission and Distribution reinforcement plans; and
(f) A summary of the technical and economic analyses performed to justify the Integrated Resource Plan and Least Cost Expansion Plan.

iii. The Integrated Resource Plan and Least Cost Expansion Plan shall be submitted to the IRC for approval. The IRC will review the proposed Plans and may request clarifications or modifications prior to approval. Once approved, the IRC shall have the right to monitor and audit its effective execution.

5. Management of Planning Data

i. Any Generator applying for connection or a modification of an existing connection to the Distribution System shall submit to the System Operator the relevant Standard Planning Data and the Detailed Planning Data, in accordance with the requirements prescribed in Section 4 of this Distribution Planning and Supply Code.

ii. When requested, users shall submit to the System Operator the relevant historical planning data for the previous year and/or the forecast planning data for the succeeding years. These shall include the updated Standard Planning Data and the Detailed Planning Data.

iii. The required Standard Planning Data shall consist of information necessary for the System Operator to evaluate the impact of any user development on the Distribution System.

iv. The Detailed Planning Data shall include additional information necessary for the conduct of a more accurate Distribution Planning study. This shall cover circuit parameters, switchgear, and Protection arrangements of equipment directly connected to or affecting the Distribution System. The data shall be adequate to

enable the System Operator to assess any implication associated with the Connection Points.

v. The Standard Planning Data and Detailed Planning Data shall be submitted by the user to the System Operator. The System Operator shall consolidate and maintain the Distribution planning data according to the following categories:

(a) Forecast data shall contain the user's best estimate of the data, including Energy and Power, being projected for the succeeding years.

(b) Estimated equipment data shall contain the user's best estimate of the values of parameters and information pertaining to its equipment.

(c) Registered equipment data shall contain validated actual values of parameters and information about the user's equipment, usually required at the time of connection.

vi. If there is any change to its planning data, the user shall notify the System Operator of the change as soon as practicable. The notification shall contain the time and date when the change took effect, or is expected to take effect, as the case may be. If the change is temporary, the time and date when the data is expected to revert to its previous registered value shall also be indicated in the notification.

6. Load Forecast

i. The System Operator shall forecast the Demand for Power and Energy on the system. The System Operator shall formulate its long term Load Forecast taking the previous year ending December 31st as the Base Year and projecting the Demand over the succeeding five years.

ii. The System Operator shall forecast Demand using Prudent Utility Practice, as outlined in the System Operator's Transmission and Distribution Planning Criteria of 2012 or whatever revision is enforced. In conducting this Load Forecast, the System Operator shall consider:

(a) Energy Sales per Customer category, adopting a suitable methodology to assess its trend, taking into account degree of electrification, electricity prices, the growth in population, trends on the national economy, or any other parameter the System Operator considers suitable to forecast it;

(b) The effects if any, due to Demand side management and loss reduction;

(c) Specific projects, either Government or privately sponsored that will imply the appearance of new loads on the system;

(d) Conservation programs, Demand side management or off-peak usage programs which the System Operator may be sponsoring, which are intended to reduce the user's future Energy and peak Demand;

(e) Significant public Events;

(f) Expected schedules for Generating Units connected to the Distribution System; and

(g) Any other information under the System Operator's knowledge that could have some influence in the Load Forecast.

iii. The System Operator shall create a data base of loads for each user category and for each distribution Substation connected to the System and update it on an annual basis.

iv. In the case of users having base load Generation Connected to the Distribution System, they shall provide the net values of Energy and Power Forecast after any deductions to reflect the output of the Generating Plant. Such deductions shall be stated separately in the Forecast Data, including the projected Energy and Demand to be generated by each Generating Unit in the Generating Plant.

v. The System Operator shall develop a load research program with the objective of obtaining user load profile data that describes the usage characteristics of specific appliances, users and group of users. The load research will facilitate obtaining the following information:

(a) Demand according to end use at System peak, hourly, daily, monthly, seasonally or annually.

(b) Hourly end use Demand for the day of the System peak, monthly, seasonally or Hourly end use Demand for the average day of the System peak, monthly, seasonally or annually.

(c) Category wise diversity or coincidence factors and load factors.

(d) Total Energy consumption for each category by day, month, season or year.

(e) Category wise non-coincident peak Demands.

(f) Hourly Demand for end use appliances

vi. The System Operator shall compute the aggregate Energy requirement at each of the connection Points with the Distribution System after accounting for System losses. Based on the metering data at each Connection Point with the Distribution System, the Licensee shall develop load curves for the area fed by the pertinent Substation. By compiling data from each distribution Substation feeding the System, the System Operator shall develop a System load curve by applying a suitable diversity factor. By reconciling actual Energy sales figures with the metering data at each Substation, approximate losses in the System may be computed for any period. This data shall be furnished to the IRC as required.

vii. If a user believes that the consolidated forecast prepared by the System Operator does not accurately reflect its assumptions on the planning data, it shall promptly notify the System Operator within five working days. The System Operator and the user shall promptly meet to address the concern of the user within a further five working days.

7. Distribution Planning

i. The System Operator shall conduct Distribution Planning studies and evaluations to ensure the safety and reliability of the Distribution System in order to:

(a) Evaluate the requirements of Distribution System reinforcement projects;

(b) Ensure the requirements stated under the System Operator's 2012 Transmission and Distribution Planning Criteria are met for all the users of the System;

(c) Evaluate any proposed user development, which is submitted or is expected to be submitted, in accordance with the applications and procedures stated in the Interconnection Policy

ii. The Distribution Planning studies shall be conducted to assess the impact on the System of the Load Forecast or any proposed equipment change in the System, and to identify corrective measures to eliminate any deficiencies.

iii. The System Operator shall conduct distribution planning analysis which shall include:

(a) The determination of optimum patterns for feeder development; taking into account existing or future Substations proposed by the System Operator

(b) The development of optimum Reactive Power compensation programs

(c) The development of an optimum feeder configuration and switching controls for distribution feeders.

(d) The cost effectiveness of loss reduction measures without compromising the security standards.

iv. The relevant technical studies and the required planning data specified in following sections shall be used as a guide in the conduct of the Distribution Planning studies.

v. In addition to catering for Active Power Demand, Reactive components of power requirements should be studied and adequate measures should be taken by installing Reactive compensation equipment at different voltage levels in a phased manner to improve power factor and cause reduction of losses.

8. System Studies

i. The following System studies shall be carried out by the System Operator in order to develop the Integrated Resource Plan and Least Cost Expansion Plan:

a) Voltage Drop Studies: Voltage drop studies shall be performed to determine whether the expected voltages at the user's Connection Points comply with the minimum requirements stated on the Electricity Supply Act and in the Commonwealth of Dominica Electric Utility Sector Generation Code. It shall take into account the connection of new Generation to the Distribution System, the Forecasted Load, and any planned expansion, reinforcement, or development in the Distribution System.

b) Short Circuit Studies: Short circuit studies shall be performed to evaluate the effect on the Distribution System equipment of the connection of new Generation connected to the Distribution System and other facilities that will result in increased fault duties for the Distribution System equipment. These studies shall identify the equipment that could be damaged when current exceeds the design limit of the equipment. The studies shall also identify the Circuit Breakers and fuses which may fail when interrupting possible short circuit currents.

c) Three-phase short-circuit studies shall be performed for the most demanding scenarios (either maximum or minimum generation) and for different System circuit configurations. Single line-to-ground fault studies shall also be performed for critical Distribution System nodes. These studies shall identify the most severe conditions that the Distribution System equipment may be exposed to, and to determine possible constraints in fulfilling the Power Quality standards set out in the Performance Standards Code. Alternative Distribution System circuit configurations may be studied to reduce the short circuit current within the limits of existing equipment. The results shall be considered satisfactory when the short-circuit currents are within the design limits of equipment and the proposed Distribution System configurations are suitable for flexible and safe operation.

d) System Losses Studies: System Losses studies shall be performed every five years to identify, classify, and quantify the losses in the Distribution System, and to propose measures to gradually reduce them if technically

and economically feasible. System Loss studies shall be performed to determine the effects of any user Development and any development in the Distribution System on the efficiency of the Distribution System.

e) Distribution Reliability Studies: Distribution Reliability studies shall be performed every five year to determine the frequency and duration of user interruptions in the Distribution System, in order to assure the requirements stated in the Transmission and Distribution Planning Criteria are met. The historical Reliability performance of the Distribution System shall be determined from the interruptions data of the Distribution System.

This above list is not exhaustive, and is presented in this Code solely as a guide. The System Operator will be responsible to determine the actual studies to be conducted in order to fulfill the obligations indicated.

6. DISTRIBUTION SYSTEM OPERATION CODE

1. Preliminary

i. These Regulations may be called the Distribution System Operation Code Regulations

ii. These Regulations shall be applicable to all Licensees interconnected and engaged in the generation and supply of electricity to the National Grid for distribution to Customers in Dominica.

iii. These Regulations shall come into force on the date set forth by the IRC in the relevant publication(s)

2. Definitions

i. In the Distribution Planning Code the following words and expressions shall, unless the subject matter or context otherwise requires or is inconsistent therewith, bear the following meanings:

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Connected Load	Sum of the rated capacity of all the consuming apparatus installed at the Customer's premises and actually connected to the system of a

	Licensee, at the time of inspection. This shall be expressed inkW or kVA.
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	operation, and maintenance of electric generating, transmission, and distribution facilities, including, but not limited to, the engineering, operating, and safety practices generally followed by such utility industries.
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Sub-station	Facility, as per IEEE standard 100-2000, for transforming or converting electricity for the transmission or distribution thereof and includes transformers, converters, switchgears, capacitors, synchronous condensers, structures cable and other appurtenant equipment and any buildings used for that purpose and the site thereof.
Standard Offer Contract	A long term agreement between the Transmission, Distribution and Supply Licensee and a renewable electricity Generator. The Generator's facility is installed for the primary purpose of self-generation with the excess capacity being off taken by the system operatort.

3. Review Panel

3.1. Composition of Review Panel

The IRC shall establish and maintain the T&D Review Panel which shall consist of the following five members with adequate knowledge of technical matters related to electricity supply by Licensees and Generators:

(a) Chairperson nominated by the IRC.

(b) One member from each Licensee, or Generator;

(c) From (b) above the Member-Secretary will be nominated by the IRC from among the representatives of Distribution, and Generation Licensees. A Licensee whose representative is Member-Secretary shall provide the required administrative and other logistic support to the Review Panel. The Member-Secretary shall be fully responsible for rendering needed secretarial assistance to the Review panel.

(d) One member to represent all the Customers directly connected to the Licensee's Distribution System. On completion of tenure, the member shall be replaced by a person from other Customers by rotation as decided by the IRC.

3.2. Tenure of Members

All the members of the Review Panel shall normally have tenure of three years. The new member in replacement shall be from the same category and for the unexpired period of term.

3.3. Functions of the Review Panel

i. The Review Panel shall decide the procedures for transaction of its business.

ii. The Functions of the Review Panel*:*

(a) Review of the T&D Code as and when necessary.

(b) Consideration of requests for review and making recommendations along with reasons to the IRC.

(c) Issue of guidelines on interpretation and implementation of the Distribution Code.

(d) Review of causes of electrical accidents and recommendations abou

trequired remedial measures in the light of any rules in force by the IRC under Section-43 of the ESA, 2006 to avoid recurrence of such accidents.

(e) Ensuring the consistency of the changes/modifications proposed in the T&D Code with other Codes, Laws, Act, Rules and Regulations in force at that point of time.

(f) Undertaking detailed studies of matters concerning the T&D Code and circulate findings and recommendations of such studies among the members of the Review Panel and other concerned entities.

(g) Holding of regular meetings as required and at least once in six months.

(h) Holding of meeting by any sub-committee of the Review Panel for discussing specific issues raised by any group of stakeholders

3.4. Review and Revisions

i. Persons/users seeking any amendment to the Distribution Code shall send written requests to the Secretary of the Review Panel with a copy to the IRC.

ii. If the request is sent to the IRC directly, it shall be forwarded to the Secretary of Review Panel who shall, in consultation with the concerned entities and such other persons as the IRC may direct, review the provisions of T&D Code.

iii. The Secretary shall circulate the proposed changes/modifications to all the panel members for their written comments within a reasonable time.

iv. The Chairperson shall convene a meeting of the Panel for discussing the proposed amendments and shall forward its recommendations to IRC.

v. The Member - Secretary shall send the following reports to the IRC after each review meeting of the Review Panel:

(a) Reports on the outcome of such review.

(b) Any proposed revision to the T&D Code.

(c) All written representations and objections submitted by the users/ persons at the time of review.

vi. The Member-secretary shall also forward a copy of agenda notes and proceedings of Review Panel meeting to the IRC.

3.5. Role of the IRC

i. The IRC shall convey to the Panel its decision on any proposed amendment to the T&D Code

ii. All amendments made to the T&D Code shall be duly incorporated in a standard copy to be kept with the Secretary of the IRC. The standard copy shall also contain a sheet showing chronology of all the amendments.

iii. An updated version of the T&D Code shall be placed on the IRC's website. The IRC may make it available for sale at a reasonable cost. All Licensees shall maintain updated copies of the T&D Code in their offices.

Note: The Distribution Planning Code and the Distribution System Operation Code share the same Review Panel

3.6. Dispute Resolution

3.6.1. Mutual Discussion

i. If a dispute or difference of any kind whatsoever (the "Dispute") between parties in connection with, or arising out of, any clause in this Code, either Party may issue to the other Party a written notice (the "Dispute Notice") outlining the matter in dispute. Following issue of a Dispute Notice both Parties shall discuss in good faith and attempt to settle the dispute between them.

3.6.2. Referral and Determination by the IRC

i. If the Dispute cannot be settled within 30 days after issue of the Dispute Notice, either Party shall have the right to refer the Dispute to the IRC for resolution.

ii. The request for referral shall be made in writing to the IRC and a dated copy of the original Dispute Notice between the Parties shall be attached.

iii. Upon receipt of a request for referral, the IRC shall write to both Parties acknowledging that the Dispute has been referred to the IRC for determination.

iv. Following receipt of the IRC's acknowledgment, each Party shall have five (5) working days to submit their reason (s) as to the cause of the Dispute in writing to the IRC.

v. No later than ten (10) working days after the IRC has received each Party's reason (s) in writing, the IRC shall write to each Party setting out how the IRC intends to resolve the Dispute and indicate a date by which a determination may be expected.

vi. The determination by the IRC shall be legally binding on both Parties subject to provisions of the IRC decision documents and the parties' right of appeal in law.

4. Operational Responsibilities of System Operator

i. The System Operator shall operate the Distribution System to achieve the highest degree of reliability practicable and shall take appropriate remedial action promptly to relieve any abnormal condition that may jeopardize reliable operation. The System Operator shall co-ordinate voltage control and security monitoring on a system wide basis in order to ensure the safe, reliable, and economic operation on the Distribution System.

ii. Should it become unsafe to operate the Distribution System in parallel with the Inter-connected Generating Unit(s), the System Operator will initiate appropriate action in relation to Generators to restore safe operation.

iii. The System Operator may shed Customer load to maintain system integrity. Following such action, Customer load shall be restored as soon as possible with due consideration to the possibility of cascading failure or operating at abnormally low frequency or voltage for an extended period of time.

iv. The System Operator shall operate the Distribution System in such a way as to minimize adverse effects of disturbances on Customers.

v. The System Operator shall operate the Distribution System as far as practical so that instability, uncontrolled separation or cascading outages do not occur as a result of the most severe double contingency. Multiple Distribution outages of a credible nature shall be examined and, whenever practical, the System Operator shall operate the Distribution System to protect it against instability, uncontrolled separation and cascading outages.

vi. The System Operator is responsible for efficient restoration of the Distribution System after supply interruptions.

vii. The System Operator shall operate and maintain a Primary Control Centre, and provide for an Emergency Control Centre to ensure continuous operation of the Distribution System in the event that the Primary Control Centre is affected.

viii. The System Operator shall establish and implement operating instructions, procedures, standards and guidelines to cover the operation of the Distribution System under normal and abnormal system conditions. The System Operator shall maintain a database with version control of all such documents in compliance with license conditions.

ix. The System Operator shall operate the Distribution System, as far as reasonably possible, within defined technical standards and equipment ratings as per the ESA.

x. The System Operator shall manage constraints on the Distribution System through the determination of operational limits as per System Operator's 2012 Transmission and Distribution Planning Criteria.

xi. To achieve a high degree of service reliability, the System Operator shall ensure adequate and reliable communications between all control centers, power stations and substations.

xii. The System Operator shall be responsible for the ongoing determination of the Distribution System protection philosophy. It shall determine, and review on a regular basis, relay settings for main and backup protection on the Distribution System.

5. Operational Responsibilities of Interconnected Generators

i. When conditions on the Distribution System, under normal or abnormal conditions, become such that it may jeopardize plant or personnel of Customers, Customers shall be immediately disconnect from the Distribution System.

ii. The inter-connected Generator shall ensure that its Generating Unit is operated within the capabilities defined in the inter-connection agreement entered into with the System Operator.

iii. The inter-connected Generator shall be responsible for the provision of the operation planning data as required by the inter-connection agreement entered into with the System Operator.

iv. The inter-connected Generator shall cooperate with the System Operator in executing all the operational activities during an emergency generation condition.

v. Generators shall assist the System Operator in correcting quality of supply problems caused by its equipment connected to the Distribution System, by maintaining the prescribed parameters as outlined in the Supply Code.

vi. Generators shall at all times ensure that their equipment connected to the Distribution System does not cause any degradation or operational adversity to the Distribution System.

vii. Generators shall at all times operate their equipment in such a manner to ensure that they comply with the conditions specified in their supply agreement.

viii. All Generators must declare any generating plant and specify the interlocking mechanism to prevent inadvertent parallel operation with the System Operator's

network.

ix. Inter-connected generators shall have the required protection to trip in the event of a momentary supply loss causing an island condition to prevent paralleling out of synchronism due to auto-reclose functionality on the System Operator*'s* network.

6. Operational Authority

i. In accordance with the Transmission, Distribution and Supply License of 2014, operational authority for the Distribution System shall lie with the System Operator.

7. Operating Procedures

i. The System Operator shall develop and maintain operating procedures for the safe operation of the Generating Units and the Distribution System. These procedures shall be adhered to by parties when operating equipment on the Distribution System.

ii. Each Generator shall be responsible for his own safety rules and procedures at least in compliance with the relevant safety legislation. Generators shall ensure that these rules and procedures are compatible with System Operator developed procedures defined in paragraph (i).

iii. Generators and the System Operator shall enter into operating agreements as defined in the System Operator license.

8. Operational Liaison

i. System Operator shall be responsible for the appointing of employees/agents with sufficient expertise to operate the Distribution System and shall establish direct communication channels with Generators to ensure the flow of information exchange between the parties.

ii. If any party experiences an emergency, the other parties shall assist as may be necessary to ensure that such emergency does not jeopardize the operation of the Distribution System or health of the generating units.

iii. Subsequent to (ii.) above, the parties shall ensure that the emergency notification contain sufficient details in describing the event including the cause, timing and recording of the event to assist the recipient in assessing the risk and implications to the Distribution System or the Generator's equipment.

iv. For planned events which may have an operational effect on the Distribution System, or on the Generator's equipment connected to the Distribution System, the affecting party shall notify the affected party three calendar days before the event.

v. The Inter-connected Generator, shall outline its approach to maintenance, and a test and inspection plan for all equipment, systems and protection schemes installed at the Connection Point addressing concerns from both parties.

vi. System Operator and Generatorsshall agree on the bus-bar configuration(s) at eachpoint of supply during normal and emergency conditions. Details of suchconfiguration(s) shall be included in the operating agreement between theparties.

9. Emergency and Contingency Planning

i. System Operator shall develop and maintain a Distribution System Emergency Procedures Manual to manage the system contingencies and emergencies that are relevant to the performance of the Distribution System. Such contingency plans shall be developed in consultation with all relevant parties and shall be consistent with internationally acceptable utility practices, and shall include but not be limited to:

(a) Under-frequency load shedding

(b) Meeting NEPO disaster management requirements including the necessary minimum load requirements

(c) Forced outages at all points of interface

(d) Supply restoration.

ii. Emergency plans shall allow for quick and orderly recovery from a partial or complete system collapse, with minimum impact on Customers.

iii. All contingency and/or emergency plans shall be annually verified by actual tests to the greatest practical extent possible. In the event of such tests causing undue risk or undue cost to a party, the System Operator shall take such risks or costs into consideration when deciding whether to conduct the tests. Any tests shall be carried out at a time that is least disruptive to the parties. The costs of these tests shall be borne by the respective asset owners. The System Operator shall ensure the co-ordination of the tests in consultation with all affected parties.

iv. The System Operator shall set the requirements and implement:

(a) Automatic and manual under frequency load shedding in accordance with the system stability and reliability requirements as prescribed by the studies referred to in section 1.7. of the Distribution Planning Code

(b) Automatic and manual under voltage load shedding to prevent voltage collapse.

(c) Manual load shedding to maintain network integrity.

v. Participants shall make available loads and schemes to comply with these requirements.

vi. The System Operator shall be responsible for determining all operational limits on the Distribution System, updating these periodically and making these available to the parties.

vii. The System Operator shall conduct load flow studies as required to determine the effect that various component failures would have on the reliability of the Distribution System.

10. Operation during Abnormal Conditions

i. Normal operating conditions shall be defined as an operating condition where the system frequency, voltage, transmission line and equipment loading are within their statutory limits and no network component on the affected part of the Distribution System is out of service due to a forced outage beyond the control of the System Operator or due to a planned outage.

ii. Operation under abnormal conditions shall comprise all conditions deviating from normal operation.

iii. During abnormal operating conditions the System Operator shall be obliged to take necessary precautionary measures to prevent network disturbance from spreading and to restore supply to Customers.

iv. Generators shall cooperate with the System Operator in taking corrective measures in the event of abnormal conditions on the Distribution System. The corrective measures shall include both supply-side and demand-side options. Where possible, warnings shall be issued by the System Operator on expected utilization of any contingency resources.

v. The System Operator shall be entitled to disrupt some sections of the network in the event of a prolonged disturbance resulting from unsuccessful corrective measures undertaken.

vi. The order in which emergency resources are to be used may change from time to time based on contractual arrangement. The System Operator shall issue an updated list to the IRC.

vii. Termination of the use of emergency resources shall occur as the plant shortage situation improves and after frequency has returned to normal in the order “last in - first out”.

viii. During emergencies that require load shedding, the request to shed load shall be

initiated in accordance with agreed procedures prepared by the System Operator.

11. Independent Action by Participants

i. Each party shall have the right to reduce supply or demand, or disconnect a point of connection under emergency conditions, if such action is necessary for the protection of life or equipment. Each party shall give advance notice of such action where possible. Examples include hot connections, solid breakers, malfunctioning protection, etc.

ii. During Customer emergencies that require load shedding, the request to shed load shall be initiated in accordance with agreed procedures prepared and published by System Operator.

12. Demand and Voltage Control

i. The System Operator shall implement demand control measures when:

(a) Abnormal conditions exist on the Distribution System

(b) Multiple outage contingencies exist resulting in island grid operation

(c) Any other operational event the System Operator deems to warrant the implementation of demand control measures for the safe operation of the Distribution System

ii. Demand control shall include but not limited to:

(a) Customer demand management

(b) Customer disconnection

(c) Automatic low frequency disconnection

(d) Emergency manual disconnection

(e) Voluntary load curtailment

(f) Manual load dropping

iii. The System Operator shall develop load reduction procedures to reduce load in a controlled manner by reducing voltage or disconnecting Customer loads which maybe amended or replaced from time to time.

iv. The System Operator shall coordinate all the demand control measures undertaken with affected Customers.

v. Distribution System voltages shall be controlled during normal operation to be at least within statutory limits at the points of supply and otherwise as agreed with Customers.

vi. The System Operator shall be responsible for maintaining reactive power management including all the facilities for reactive power compensation on the distribution network and the other connected generating units to ensure compliance with the agreed specified limits, operational voltage parameters and power factor parameters as per the Generation Code.

13. Fault Reporting and Analysis/Incident Investigation

i. The System Operator shall investigate any incident that materially affected interconnected Generators. These include interruptions of supply, disconnections, under or over voltage or frequency incidents, quality of supply contraventions, etc. A preliminary incident report shall be available after three working days and a final report within two months from the date of the incident. The System Operator shall initiate and co-ordinate such an investigation, arrange for the writing of the report and involve all affected parties. All these parties shall make all relevant information available to the System Operator and participate where reasonably required. The System Operator shall make the report available to any requesting party within the confidentiality constraints.

ii. The report shall include at a minimum:

(a) Date and time of the incident

(b) Location of the incident

(c) Duration of the incident

(d) Equipment involved

(e) Description of the incident

(f) Demand control measures undertaken

(g) Inter-connected generation interrupted

(h) Frequency response achieved

(i) Estimated date and time of return to normal service

iii. Any Generator shall have a right to request an independent audit of the report, at its own cost. If these audit findings disagree with the report, the party may follow the dispute resolution mechanism. If the audit agrees with the report, the report recommendations shall stand.

iv. Recommendations that require a change in the Distribution Code shall be submitted to the review process as defined herein. Such recommendations shall only be implemented upon approval of the amendment.

v. All other recommendations shall be implemented by the parties within the timeframes specified.

14. Distribution Maintenance Program

i. The System Operator shall compile a comprehensive Distribution System Maintenance Program.

ii. The Distribution System Maintenance Program shall be based on the forecast demand, requirements of the System Operator and other maintenance programs

submitted by the Generators.

iii. The Generator's maintenance programs shall be approved by the System Operator and a certificate of approval shall be submitted to the Generator as per the Generation Code. The System Operator shall advise the Generator of any modifications to be done on the Generator's submitted maintenance program and shall assist the Generator in achieving full compliance with System Operator's specifications.

iv. Generators shall notify the System Operator of any changes on their maintenance programs at least five days prior to effecting the change. The System Operator shall take reasonable effort to accommodate the changes requested by the Generator.

15. Testing and Monitoring

i. The System Operator shall reserve the right to test and monitor any equipment or Customer installation connected to the Distribution System to ensure that the Customers are not operating outside the technical parameters specified in any part of the Distribution Code and other applicable standards with which the Customers are required to comply.

ii. Notwithstanding clause (i.) above the System Operator shall inform the Customer at least 48 hours before of any routine test and monitoring the System Operator intends to undertake on the Customer's installation.

iii. A Customer found to be operating outside the technical parameters shall immediately within such time agreed upon by the parties involved remedy the situation or disconnect from its network the equipment causing problems.

iv. The System Operator reserves the right to disconnect any Customer failing to comply in remedying the situation described in clause (iii) above.

v. The System Operator shall monitor any excess power drawn or supplied by Customers and shall advise the Customers if they exceed the amount of power

agreed upon in the connection agreement and Customers shall be required to restrict the amount of power transfer within the parameters specified in the connection agreement.

16. Safety Coordination

i. The System Operator shall in accordance with the Health and Safety Act, #3 of 1983, establish Health and Safety Management Guidelines to ensure the health and safety of personnel working on the Distribution System or any equipment connected to the Distribution System.

ii. The Health and Safety Management Guidelines shall have a set of rules and instructions for implementing safety precautions on MV and HV equipment and the parties shall adopt these rules. Any work done on the Distribution System or on the Customer's installation shall be governed by these rules.

iii. Notwithstanding clause (2) above, the Health and Safety Management Guidelines shall contain details of :

(a) Safety coordination procedures

(b) Appointment of safety representatives or authorized safety personnel

(c) Safety logs and record of safety precautions

(d) Location of safety precautions

(e) Implementation of safety precautions

(f) Environmental safety issues

(g) Documentation control

iv. The parties shall coordinate the appointment of safety personnel and shall agree on the duties to be carried out by the appointed persons.

17. Disconnection and Reconnection

i. The System Operator may disconnect supply to the Customer's supply address if the Customer fails to comply with the written notice of non-compliance issued by System Operator or any arrangement entered into by the System Operator and the Customer which the Customer has failed to comply with including non-compliance with System Operator's applicable standards.

ii. The System Operator shall have the right to interrupt or disconnect supply if a threat of injury or material damage is anticipated as a result of the malfunctioning of the electrical installation equipment on the Generator's premises or on the Distribution System which may result in any of the following:

(a) Planned or unplanned maintenance on the Distribution System or Generator's installation

(b) Load Shedding

(c) Installation of new supply or restoration of supply to other Customer

iii. The System Operator may disconnect immediately without notice the supply to the Customer's supply address if:

(a) The supply of electricity to a Customer is used anywhere else other than at the Customer's premises as specified in the connection agreement.

(b) A Customer takes at the Customer's supply address, electricity supplied to another Customer.

(c) A Customer tampers with or permits tampering with the meter and associated components.

(d) A Customer allows the electricity supply to the Customer's supply address to bypass the meter.

iv. A Customer shall give written notice to System Operator of any intended voluntary disconnection.

v. The System Operator shall reconnect supply to the Customer on request by the Customer or retailer on behalf of the Customer subject to compliance with the relevant provisions of the Supply Code and any reconnection charge imposed by System Operator.

18. Commissioning

i. All aspects of commissioning, by Generators, of new equipment associated with the distribution connection, or re-commissioning of such existing equipment, shall be agreed in writing with the System Operator, acting reasonably, before such Commissioning starts.

ii. All costs associated with the Commissioning shall be borne by the Generator.

iii. The said aspects shall include, but not be limited to the following:

(a) Commissioning procedures and programs

(b) Documents and drawings required

(c) Proof of compliance with standards

(d) Documentary proof of the completion of all required tests

(e) SCADA information, to be available and tested before Commissioning

(f) Site responsibilities and authorities, etc.

iv. Parties shall give minimum notice of one month, unless otherwise agreed, from the date of receipt of the request for all commissioning or re-commissioning. Where commissioning is likely to involve a requirement for dispatch and/or operating for test purposes, the party shall notify System Operator of this requirement, including reasonable details as to the duration and type of testing required.

v. When commissioning equipment at the point of connection, the System Operator shall liaise with the affected Customers on all aspects that could potentially affect the Customers' operation.

vi. The System Operator and the Customers shall perform all commissioning tests required in order to confirm that the Generator and the Customers' plant and equipment meets all the requirements of the Distribution Code that have to be met before going on-line.

19. Maintenance Coordination/Outage Planning

19.1. Responsibilities of the System Operator

i. The System Operator shall compile an outage program which shall include the:

(a) Roles and responsibilities of the Distribution outage requester

(b) Roles and responsibilities of the System Operator

(c) Distribution outage guidelines

ii. Subsequent to (i) above the System Operator may require from the Generators information regarding major plant and associated equipment which may affect the performance of the Distribution System and may require additional resources to be committed during the outage planning process.

iii. Inter-connected Generators with the maximum capacity greater than 1MW and not subject to central dispatch shall furnish to the System Operator information on planned outages in order for the System Operator to properly plan, and coordinate its control, maintenance and operation activities.

iv. The Distribution outage program shall be adjusted to coordinate with the Generation outage plan.

v. The System Operator and the Generators with capacity greater than 2MW shall meet to revise, discuss and produce a coordinated outage plan as per the Generation Code.

19.2. Outage Process

i. The System Operator shall develop and maintain an electronic Distribution System maintenance scheduling system.

ii. The System Operator shall make available to Customers an outage schedule of all planned outages on the Distribution System. The Distribution outage schedule shall cover a minimum period of one week. The schedule shall be updated and published weekly.

iii. When the need for an outage is first identified it shall be entered into a Distribution maintenance scheduling system as a requested outage with planned outage dates, times, reason, type of maintenance and request urgency assigned to it. The outage requester shall submit this request to the System Operator.

iv. When the System Operator is satisfied with the request(s) and, in the case of a calculated risk, has ensured that negotiation has taken place with the relevant stakeholders, this scheduler shall mark it as a scheduled outage.

v. At this point the System Operator shall confirm the outage if it satisfies all the necessary requirements and does not pose any unacceptable risk to the Distribution System or parties. If acceptable the scheduler shall confirm the booking. If it is subject to the outcome of another booking, the booking shall reflect that it is linked to another confirmed booking. If the request cannot be accommodated, it shall be marked as "Refused", with a reason and/or an alternative suggestion for a time being given.

vi. When it is time for the confirmed booking to be executed (the outage becoming effective), the status shall be changed to "Taken" by the System Operator if sanctioning (i.e. not refusing) the outage. While an outage is in progress the responsible parties shall report the actual state of the progress to the System Operator, who shall enter this information into the system. This allows for the progress of the outage to be monitored by those concerned. The System Operator may cancel an outage when system conditions dictate such action.

vii. When the outage has been completed it shall be the responsibility of the System Operator to change the status of the outage to "Completed".

viii. When an outage is cancelled, refused or postponed it is the responsibility of the person cancelling or refusing the outage to furnish the reasons for cancellation or refusal in writing. The Distribution controller receiving the cancellation or refusal shall then note this outage as "Cancelled".

19.3. Risk-Related Outages

i. All risk-related outages shall be scheduled a minimum of 14 days in advance with an executable contingency plan in place. The compilation of the contingency plan is the responsibility of the System Operator.

ii. These contingency plans are, in some cases, of a permanent nature and will be in force every time the same system conditions apply. These contingency plans will therefore only have to be prepared once and will come into force again (with minimal changes if needed) when the same outage is scheduled.

iii. Contingency plans shall consist of five parts:

(a) Security linking of feeders prior to the outage, to ensure minimal risk to Customers

(b) Returning the plant that is on outage back to service as soon as possible

(c) Restoring supply to Customers by utilizing by-pass schemes

(d) Load shedding if necessary (load profiles shall be made available by the Customer)

(e) Listing of contact persons

iv. Responsibilities during the compilation of contingency plans are as follows:

(a) The System Operator shall be responsible for identifying risk-related outages.

(b) The System Operator and Generators shall be responsible for identification of the load at risk and load shedding in the said contingency plan.

v. If the contingency plan indicates that load shedding must take place it shall include the following details:

(a) The total amount of load to be shed in relation to the load profile

(b) The point at which Customers' load must be shed for optimal results

(c) The System Operator shall confirm that it is possible to execute the contingency plan successfully.

19.4. Refusal/Cancellation of Outages

i. No party may unreasonably refuse or cancel a confirmed outage.

ii. The direct costs related to the cancellation/postponement of an outage shall beborne by the respective party.

19.5. Communication of System Conditions, Operational Information and Distribution System Performance

i. The System Operator shall determine system conditions from time to time, and communicate these, or changes from a previous determination, to all parties.

ii. The System Operator shall be responsible for providing parties with operational information as may be agreed from time to time. This shall include information regarding planned and forced outages on the System Operator as determined by the regulator.

iii. The System Operator shall inform parties of any network condition that is likely to impact the short and long-term operation of that party.

iv. The System Operator shall timeously communicate any changes or modifications to the Transmission System to the relevant party.

v. The System Operator shall report on both technical and energy aspects of the Distribution System's performance monthly and annually. This reporting shall include daily demands, energies, losses, interruptions and Quality of Service aspects as detailed in the IRC's regulations. This information shall be available to all parties on request, at their cost.

19.6. Unplanned Interruptions or Outages

i. In case of unplanned interruptions or outages the System Operator may require a Generator to comply with reasonable and appropriate instructions from the System Operator and might further:

(a) Require the Generator to provide the System Operator with emergency access to Customer owned distribution equipment normally operated by the System Operator or System Operator owned equipment on Customer's property.

(b) Interrupt supply to the Customer to effect repairs to the Distribution System.

(c) Require Customers with permanently connected back up facilities to notify the System Operator regarding the presence of such equipment.

ii. Subsequent to clause (i) above, the System Operator shall make arrangements to notify the Customers about the expected duration and other details of unplanned interruptions.

19.7. Planned Interruptions or Outages

i. For planned interruptions or outages System Operator shall provide the affected Customers with information relating to the expected date of the outage, time and duration of the outage and shall establish reasonable means of communication to the Customers for outage related enquiries.

20. Tele-Control

i. Where tele-control facilities are shared between System Operator and other parties, the System Operator shall ensure that operating procedures are established in

consultation with the parties.

7. ELECTRICITY SUPPLY CODE

1. Preliminary

i. These Regulations may be called the Electricity Supply Code Regulations.

ii. These Regulations shall be applicable to all Licensees engaged in the supply of electricity and electricity Customers in Dominica.

iii. These Regulations shall come into force on the date set forth by the IRC in the relevant publication(s).

1.1. Interpretation

i. The provisions under this Code shall be read and construed as being subject in all respects to the provisions of the Act, and the Rules made there under, besides any restrictions and control orders that may be in force. Nothing herein above contained in these Regulations shall abridge or prejudice the rights or remedies of the Licensee and the Customer under any Act or Laws in force.

ii. In the interpretation of this Code, unless the context otherwise requires:

(a) words in the singular or plural term, as the case may be, shall also be deemed to include the plural or the singular term, respectively;

(b) the terms "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" regardless of whether such terms are followed by such phrases or words of like import;

(c) References herein to the "Code" shall be construed as a reference to this Code as amended or modified by the IRC from time to time in accordance with the applicable laws in force.

(d) The headings are inserted for convenience and may not be taken into

account for the purpose of interpretation of this Code.

(e) References to any statutes, regulations or guidelines shall be construed as including all statutory provisions consolidating, amending or replacing such statutes, regulations or guidelines, as the case may be, referred to.

(f) Disconnection is to be done by first suggesting required measures and in the case of noncompliance of these measures by the Customer by taking recourse under section 64 of the Electricity Supply Act, 2006.

1.1.1. Technical Terms

i. The following technical terms used in this code shall have the meanings assigned to them as is generally assigned in the various technical standards applicable to electricity industry. Reference is made to the IEC Standards or equivalent.

(a) Alternating Current (A.C.)

(b) Ampere

(c) Average Power Factor

(d) Circuit

(e) Conductor

(f) Current Transformer (CT)

(g) Earthing

(h) Frequency

(i) Potential Transformer (PT)

(j) Power Factor

(k) Power

ii. Words and expressions used and not defined in the Regulations but defined in the Act shall have the meanings assigned to them in the Act. Expressions used herein, but not specifically defined in the Regulations or in the Act but defined under any law passed by a competent legislature and applicable to the electricity industry in the Commonwealth of Dominica, shall have the meaning assigned to them in such law. Subject to the above, expressions used herein but not specifically defined in these Regulations or in the Act or any law passed by a competent legislature shall have the meaning as is generally assigned in the electricity industry as per IEC or other internationally accepted standard.

1.1.2. Definitions

i. In the Supply Code the following words and expressions shall, unless the subject matter or context otherwise requires or is inconsistent therewith, bear the following meanings:

Act	The Electricity Supply Act, Act 10 of 2006
Agreement	An Agreement entered into by a Licensee and the Customer or Generator.
Applicant	A person/ Customer, who has submitted an application for new connection of power supply or extension or reduction or reconnection or shifting of the existing connection or change of name.
Area of Supply	The area within which a Licensee is authorized by his Licensee to supply electricity.
Authorized Person	Any individual duly authorized, acting as an agent, to execute transactions on the behalf of the Licensee.

Billing Period	The nominal period between two consecutive meter reading dates. It may be monthly or any other period as may be adopted by a Licensee. However, this shall not be less than one calendar month and not more than two calendar months.
Connected Load	Sum of the rated capacity of all the consuming apparatus installed at the Customer's premises and actually connected to the system of a Licensee, at the time of inspection. This shall be expressed in kW or kVA.
Customer	Any person who is supplied with electricity for his own use by a Licensee under the Electricity Supply Act, 2006 or any other law for the time being in force and includes any person whose Premises are for the time being connected for the purpose of receiving electricity with the works of a Licensee.
Contract Demand	Maximum kW or kVA agreed to be supplied by the Licensee and indicated in the Agreement executed between the parties. Wherever the Agreement stipulates supply in kVA.
Contracted load/ Sanctioned Load	Load, which the Customer requires and is so specified in the Agreement or the demand so specified in the Agreement with a Licensee.
Disconnection	The physical separation of a user from the system.
Electrical Inspector	A person appointed as such by the Government of Dominica under sub section (1) of section 83 of the Electricity Act, 2006 and also includes Chief Electrical

	Inspector.
High Voltage (HV)	Voltage exceeding 1kV (IEC 60269-1:2006, IEC 62271-200:2003)
IRC	Independent Regulatory Commission
Installation	Any facility composed of Electrical Equipment used for the purpose of Generating, Transforming, Transmitting, Converting, Distributing or utilizing energy.
License	Any license granted under the provisions of the Act.
Licensee	The holder of a License from the IRC
Low Voltage (LV)	Voltage below 1kV (IEC 60269-1:2006, IEC 62271-200:2003)
Main	Any electric supply line through which electricity is oris intended to be supplied.
Maximum Demand	The Maximum Demand in kW or kVA, as the case maybe, shall mean an average kW/kVA supplied during consecutive 30 / 15 minutes (depending upon the type of meter being used) period of maximum use where such meter with the features of reading the maximum demand
Meter	The apparatus that measure and records the active and/or reactive energy and demand and any other specified parameters of electricity. In the event any CT/PT or any such devices constituting an integral part of the measuring, are located externally, they too shall be deemed to be meter.
Person	Any individual or company or body corporate or association or body of individuals whether incorporated or not, or artificial juridical person.

Point of Supply	Unless otherwise agreed to, the point of supply shall be the incoming terminal of the conductor installed by the Customer, i.e. Meters/switches installed at the Customer's Premises in case of LV Customers; Distribution box installed on a transformer /substation established on Customer's premises, when the meter is installed on such a transformer/substation. Control switchgears that may be installed in the Customer's Premises as provided subject to provision of this code in case of HV Customers.
Premises	Includes any land, building or structure.
Service Line	Any electric supply line, on the supply side of the meter, through which electricity is intended to be supplied to: a) a single Customer either from a distributing main or immediately from a Licensee's Premises, or b) a distributing main supplying a group of Customers
Street	Any road, lane, square, court, alley, passage or open space, whether a thoroughfare or not, over which the public have a right of way, and also the roadway and footway over any public bridge or causeway
Sub-station	Facility, as per IEEE standard 100-2000, for transforming or converting electricity for the transmission or distribution thereof and includes transformers, converters, switchgears, capacitors, synchronous condensers, structures cable and other appurtenant equipment and any buildings used for that purpose and the site thereof
Supply	The provision of electricity to a Customer.

Supply Code Review Panel	The Panel constituted by the IRC for the purposes in section 1.2 outlined herein
Transmission Licensee	An entity duly authorized to establish or operate the transmission system.

1.2. Supply Code Review Panel

1.2.1. Composition of Review Panel

i. The IRC shall establish and maintain the Review Panel which shall consist of the following members with adequate knowledge of technical matters related to electricity supply by Licensees. The IRC will nominate the representative to chair the Review Panel. The Member-Secretary of the Supply Code Review Panel will be nominated by the IRC from among the representatives of Distribution Licensees. A Licensee whose representative is Member-Secretary shall provide the required administrative and other logistic support to the Review panel. The Member-Secretary shall be fully responsible for rendering needed secretarial assistance to the Review panel.

Besides the Chairperson, the Review panel shall consist of:

(a) One member from each Licensee;

(b) One member to represent all the Generators directly connected to the Licensee's Distribution System. On completion of tenure, the member shall be replaced by a person from other Generators by rotation as decided by the IRC.

(c) The Chief Electrical Inspector, Government of Dominica, shall be an ex-officio member of the Supply Code Review Panel.

(d) Two representatives of the Industrial Customers to be nominated by the IRC. They shall be from a duly registered organization or association of industry/ chamber of commerce. Of these, one representative shall be from Low Voltage Industrial Customers and one from High Voltage Customers.

(e) Two members from the registered Customer bodies to represent the categories of the domestic and commercial Customers.

(f) The IRC may further add members to the Review Panel from any sector/profession, as may be deemed necessary.

1.2.2. Tenure of Members

i. All the members of the Review Panel shall normally have tenure of two years. When any individual ceases to be a member for any reason, before the expiration of the term, the new member in replacement shall be from the same category and for the unexpired period of the term.

1.2.3. Functions of Review Panel

i. The functions of the Review Panel shall be as follows:-

(a) Review of the Supply Code as and when necessary, but a minimum period of once a year.

(b) Consider requests for review and making recommendations along with reasons to the IRC.

(c) Issue of guidelines on interpretation and implementation of the Supply Code.

(d) Review of causes of electrical accidents and recommendations about required remedial measures in the light of any rules in force by the IRC under Section-43 of the Electricity Act, 2006 to avoid recurrence of such accidents.

(e) Ensure the consistency of the changes/modifications proposed in the Supply Code with other Codes, Laws, Act, Rules and Regulations in force at that point of time.

(f) Undertake detailed studies of matters concerning Supply Code and circulate findings and recommendations of such studies among the members of the Review Panel and other concerned entities.

(g) Hold of regular meetings as required and at least once in six months.

(h) Hold of meetings by any sub-committee of the Review Panel for discussing specific issues raised by any group of stake holders.

1.2.4. Review and Revisions

ii. Persons/users seeking any amendment to the Supply Code shall send written requests to the Secretary of the Review Panel with a copy to the

IRC.

iii. If the request is sent to the IRC directly, it shall be forwarded to the Secretary of Review Panel who shall, in consultation with the concerned entities and such other persons as the IRC may direct, review the provisions of Supply Code.

iv. The Secretary shall circulate the proposed changes/modifications to all the panel members for their written comments within one month of meeting.

v. The Chairperson shall convene a meeting of the Panel for discussing the proposed amendments and shall forward its recommendations to the IRC.

vi. The Member-secretary shall send the following reports to the IRC after each review meeting of the Panel:

(a) Reports on the outcome of such review.

(b) Any proposed revision to the Supply Code.

(c) All written representations and objections submitted by the users/ Persons at the time of review.

(d) The Member-secretary shall also forward a copy of agenda notes and proceedings of Review Panel meeting to the IRC.

(e) All changes made in the Supply Code shall be duly incorporated in a standard copy to be kept with the Secretary of the IRC. The standard copy shall also contain a sheet showing chronology of all the changes made in the Supply Code. Copies of the relevant Gazette Notifications incorporating the changes in chronological sequence shall also be maintained.

(f) An updated version of the Supply Code shall be placed on the IRC's website. All Licensees shall maintain updated copies of the Supply Code in their offices and may make it available for sale at a reasonable cost.

1.3. Limitations of the Supply Code

i. Where in any unforeseen circumstances or operational contingencies, a Licensee is required to act decisively to discharge his obligations under the License, users shall provide such reasonable co-operation and assistance as a Licensee may require in such circumstances. A report of such actions shall be submitted by a Licensee to the Review Panel and the IRC within 72 hours.

1.4. Confidentiality

i. A Licensee shall not furnish information about any Customer unless required to be furnished under any law within the jurisdiction.

1.5. Procedures to Settle Disputes

i. In the event of dispute regarding any provisions in the Supply Code between any user and a Licensee, the matter shall be referred to the IRC. The determination by the IRC shall be legally binding on both parties subject to provisions of the IRC's Decision Documents and the parties' right of appeal in law.

1.6. Other Regulations

i. The provisions of the Supply Code shall be read in conjunction with all relevant regulations and codes notified by the IRC.

ii. A Licensee may make an application to the IRC and seek suitable orders to remove any difficulty that may arise in implementation of these Regulations.

2. System of Supply and Classification of Customers

2.1. System of Supply

i. A licensee shall supply power at a voltage of 230/400V +4% -8% and frequency of 50 Hz ±3% in accordance with the Electricity Supply Act 10 of 2006.

ii. The rated voltage of the AC supply should be as follows:

(a) 230 V - Single Phase Y for all installations up to & inclusive of 150A contracted load.

(b) 400V - Three Phase Y for all installations exceeding 150A of motor load.

(c) The Customer may opt for higher profile of supply even though the contracted load is less than the specified limit under higher profile of supply, if he so desires.

iii. In case of existing single phase Customers drawing power at lower voltage, if due to the additional requirement, the existing threshold limit of load is exceeded, the licensee may, as far as possible, make a commercially viable offer to the Customers so that he may opt for the next higher voltage of supply.

iv. The commercial offer may be framed, taking into consideration the following:

(a) Likely reduction in Transmission and Distribution Losses;

(b) Load reduction on transformers of a Licensee system and their availability for meeting new requirements.

v. However the supply to existing Customers at lower voltage than the limit specified above, should continue and in case their load requirement increases, the above specified load limit will be applicable.

2.2. Power Factor

i. It shall be incumbent upon all Customers obtaining three phase supply to maintain an average power factor of not less than 90% in respect of their installation. A Licensee shall not commence power supply to any applicant requiring motive power load of 200 kW or more unless his installation is provided with a suitable and adequate power factor corrective equipment like the shunt capacitor.

ii. The Customer requiring supply for motive power shall procure his own shunt capacitor(s) of adequate rating at his cost. He shall install it after it is tested by a Licensee upon payment of the testing fee. The Customer

may also alternatively request a Licensee to install the shunt capacitor for his installation subject to necessary payment and a Licensee shall install shunt capacitor(s) of adequate rating.

iii. Discontinuation of power supply due to non-provision of the capacitor for his installation shall not absolve the Customer from his liability for the payment of the minimum charges, if a Licensee is otherwise ready to give power supply and has served a notice to that effect upon the Customer.

iv. The shunt capacitor installed by a Licensee at the cost of the Applicant/ Customer shall be the property of the Applicant / Customer by whom it shall be maintained. In case the capacitor installed is damaged or found missing, it shall be replaced by the Customer at his cost or a Licensee may replace it at the cost of the Customer. This will also apply to the Customer requisitioning for additional power supply where the total motive load including the motive load requisitioned for, becomes 200 kW or more.

v. In case of existing three phase installations including motive power installations of 200 kW or more, where the average power factor is found or noticed less than 90%, a Licensee may refuse to connect, or opt to disconnect power supply after giving notice of 30 working days to rectify the capacitor(s) subject to the provisions of the Act, Rules and Regulations for the time being in force.

2.3. Classification of Customers

i. A Licensee may classify and reclassify Customers into various Tariff Categories from time to time as may be approved by the IRC and publish the different Tariffs for different classes of Customers with the approval of the IRC. No additional category other than those approved by the IRC shall be created by the Licensee.

2.4. Reclassification of Customers

i. If it is found that a Customer has been classified in a particular category erroneously, or the purpose of supply as mentioned in the Application for

the Supply of Electricity has changed or the consumption of power has exceeded the limit of that category or any order of reduction or enhancement of Contract Demand has been obtained, a Licensee may reclassify him under the appropriate category after issuing notice to him to execute a fresh Agreement on the basis of the altered classification or modified Contract Demand (the minimum notice period is 30 days).

ii. If the Customer does not take steps within the time indicated in the notice to execute a fresh Agreement, a Licensee may, subject to the provisions of the Act, Rules and Regulations for the time being in force, after issuing a clear 21days show cause notice and after considering his explanation, if any, disconnect the supply of power.

iii. Further, a Licensee shall dispose of all such applications for change of tariff class by a Customer within a maximum period of seven days after receipt of such application regarding the change of tariff class or communicate the reasons for not changing the tariff class, as applicable. In case of any dispute, the matter shall be referred to the IRC for redress of Customer grievances.

3. Procedure for Grant of Supply

3.1. Application

i. Application for initial supply or subsequent additional supply of power shall be made in the form attached hereto as Annexure A. Copies of the format of application shall be made available from the local office of a Licensee free of cost. Further, a Licensee may also make these application forms available on its web site.

ii. The local offices of a Licensee shall provide any assistance or information required by the applicant for filling the form.

iii. An Applicant, who is not owner of the Premises he occupies, shall, produce proof of his being in lawful occupation of the Premises from the Owner. He shall, if so required by a Licensee, execute an indemnity bond prescribed by a Licensee to indemnify a Licensee against losses on account of disputes that

may arise out of effecting service connection to him.

iv. In accordance with Section 48 of the Act, a Licensee shall obtain the necessary Right of Way and permissions for installing the service lines for the supply of power. The applicant shall fully co-operate with a Licensee in obtaining such necessary Right of Way and permissions.

v. Wherever the rated capacity of the Customer's equipment is in kVA or kW, the equivalent horse power (HP) shall be determined as under:

Equivalent HP = kW ÷ 0.746

The kW shall be computed by multiplying kVA with the power factor of 0.90 for all equipment, except welding equipment. For welding equipment, which is rated in kVA, equivalent HP for the purpose of billing shall be taken as one kVA, equal to one HP and wherever it is a fraction of one, it shall be rounded off to the next multiple of ½ HP, as the case may be.

vi. The requisition for supply of electrical energy shall be accompanied by the relevant charges in accordance with section 62 of the Act. The applicant shall submit to a Licensee all the requirements of the application process, as outlined in Appendix B. A Licensee shall not accept any incomplete applications.

vii. Any application for change of name of existing service and transfer of benefits of Agreement executed by the Customer with a Licensee for power supply shall be free of cost to the Customer. However, based on the service required the incoming Customer shall be required to pay the security deposit in accordance with the Act.

viii. After receipt of application for LV supply, the Quality of Service Standards issued by the IRC shall apply. The fixation of the point of entry of supply mains and the position of mains, cut outs or circuit breakers and meters may be decided in consultation with the Customer.

ix. An application for new connection, reconnection, addition or reduction of load, change of name or shifting of Service Line need not be entertained unless any dues, of the Applicant to a Licensee in respect of any other service connection held in his name anywhere in the jurisdiction of a Licensee, have been cleared.

x. No additional power may be supplied by a Licensee unless all arrears for the existing Supply have either been paid in full or part in accordance with an installment facility granted by a Licensee for unconditionally paying the arrears within the stipulated time.

xi. It shall be the duty of a Licensee to provide, if required, electric plant for giving electric supply to the premises in accordance with the Act.

xii. Where new industrial connection or addition to the load of existing connection needs clearance from government authority from the pollution or environmental angle, the applicant shall submit, if required by a Licensee, notification of approval from the competent authority.

xiii. If a Customer so requests, in accordance with the Act, a Licensee shall test the meter subject to payment of testing charges and issue him a test report.

3.2. Estimate

i. After the position for the Service Line is decided, a Licensee shall furnish an estimate of the cost of the contribution to be borne by the applicant in accordance with the Act and relevant policies. The licensee shall inform the applicant of other conditions including payment of security deposit and applicable charges relevant for the provision of his electricity supply, to be complied with. Thereafter the applicant shall be required to comply with the Application Process to receive connection. Upon payment of the relevant contributions towards the cost of providing electricity at the location requested by the applicant, the work shall be carried out.

ii. The work shall be completed as per the Quality of Service Standards issued

by the IRC.

iii. Other conditions being equal, Service Lines shall, as far as possible, be laid in the order of the dates of receipt of the deposit money.

3.3. Agreement

i. An applicant and the Licensee shall enter into an Agreement, accepting the terms relating to tariff and other conditions of Supply Code, before commencement of work. The period of validity of Agreement shall be included in the agreement. The agreement may have the provision either for its automatic extension at the discretion of Customer or for a fresh agreement on its expiry.

ii. If there is no separate written agreement between a Licensee and the Customer, the latter, after the supply of electricity has commenced, shall be deemed to be bound by the terms and conditions of the Supply Code. The Customer shall not refuse to tender an Agreement if so required by a Licensee within thirty days of commencement of the Supply. In such an event the date of commencement of Agreement shall be the date of commencement of Supply to the Customer. Upon failure of the Customer to sign the Agreement, it shall be open to a Licensee, after giving due notice and opportunity of representation, to disconnect the Supply to such Premises. However, a Licensee shall restore the supply immediately upon execution of the agreement by such Customer.

iii. If any Customer terminates his Agreement within the period of the Agreement (or where no formal Agreement is tendered, if the Supply is not utilized for the stipulated period which would have been applicable if an Agreement has been tendered), he shall be liable to pay the minimum charges for each month short of the period specified in the Agreement or the stipulated period in absence of any formal Agreement.

3.4. Records of Disconnection and Reconnection

i. A record of disconnections and reconnections shall be maintained by a Licensee.

3.5. Point of Supply

i. Unless otherwise agreed to, the point of supply shall be the meter terminals.

3.6. Wiring on Customer Premises

i. For the protection of the Customer and the public, it is necessary that the wiring on the Customer's Premises should conform to the electrical installation rules prescribed by the Electrical Inspector. The material used for wiring shall comply with the standards laid down in that behalf by the Electrical Inspector.

ii. As soon as the Customer's installation is completed in all respects and tested by the Electrical Inspector, and the certificate issued by the Electrical Inspector, the Customer shall submit to a Licensee the test report of the installation along with other relevant documents during the application.

3.7. General Wiring Instructions

i. Switches & Fuses:

(a) In case of Low Voltage Customers: The Customer shall provide linked quick break main switch of requisite capacity at the point of supply to carry and break current in each conductor.

(b) In case of High Voltage Customers: The Customers shall provide and connect between a Licensee's point of Supply and the transformer a dust and vermin proof switch or circuit breaker of adequate current carrying capacity together with suitable protective gear as required by a Licensee under the relevant provisions of the Act.

ii. Balancing of Load On Three Phase Installation:

(a) If the installation is required to be wired on three phase loads, wiring shall be done on the group system, with separate neutral wires being brought back in each case to a Licensee's point of Supply. A linked switch shall control each main circuit. The lamps, fans or any other apparatus of which the installation consists shall be so grouped that

under normal working conditions, the current in the three phases will be balanced and no current will be flowing in the neutral wire.

(b) Earthing: Gas / Water pipes shall on no account be used for earthing purposes. All wiring shall be kept as far as possible away from gas and water pipes.

iii. Domestic Appliances: A special Circuit solely for the use of domestic appliances may be run separately. Wall plugs used on these Circuits shall be of the three-pin type, the third pin being an earth connection. All appliances used must be effectively earthed.

iv. Plugs: Single pole switches controlling plugs shall be inserted in the livewire and not in the neutral wire.

v. Wiring shall be done as per relevant standards and codes of practices.

3.8. Transfer of Service Connection

i. The Customer shall not, without prior consent in writing of the Distribution Licensee, assign, transfer or part with the benefit of the Agreement executed with the Distribution Licensee nor shall part with or create any partial or separate interest there under in any manner. Transfer of service connection will be effected on application in the case where the registered Customer is dead or if the ownership or occupation of the property has changed or transferred. In all cases of such transfers, the arrears of every description shall be paid as required by a Licensee.

ii. A transfer, due to death of the holder of the service connection resulting in the legal heir applying for transfer, will be effected if the Applicant produces the following documents to a Licensee:

1. Application in the prescribed form

2. Death certificate

3. Proof of inheritance

iii. In the event the Applicant is unable to show proof of inheritance a Licensee shall change the service to pre-paid and the account name to the applicant's, on the condition that the connection may be subject to review upon proof of ownership of any other party.

iv. The transfer on the grounds other than those specified above will be effected if the Applicant produces the following:

(a) Application in the prescribed form.

(b) Document to support the transfer such as registered sale/transfer deed, any order from Government/High Court or Certificate from Registrar of Companies (ROC). If the Applicant is unable to submit the documents, he will submit the following:

1. Unregistered sale/transfer deed

2. Consent in writing of the owner for the transfer of service.

v. Where Premises to which electricity is supplied by a Licensee is sold or otherwise transferred to another party and the party does not get the service connection in the Premises transferred to his name, and continues to use the service connection in the name of the previous owner, the previous owner shall be responsible for payment of running energy bills as well as unpaid dues of energy bills and other amounts relating to the service connection up to the point of transfer. The dues to a Licensee shall be payable on demand, in default of which the supply to the Premises may be disconnected, subject to the provisions of the Act, rules and regulations for the time being in force.

vi. In all cases of transfer of service connection, specified above, security deposit as applicable may be required to be paid.

4. Apparatus within Customer's premises

4.1. Installation of Equipment and Apparatus of Customer

i. All transformers, switchgear and other electrical equipment belonging

to the Customer and connected to the mains of a Licensee shall be maintained by the Customer in accordance with the Act.

ii. Low Voltage Customers must, in all cases and at their cost, provide a safety device in the form of linked quick break main switches and a main fuse/Breaker on each phase and neutral.

iii. In the case of High Voltage Customers, suitable protective devices approved by a Licensee shall be used so as to afford full protection to a Licensee's Apparatus placed on the Customer's Premises.

iv. An earth leakage protective device, so as to disconnect the supply instantly on the occurrence of earth fault or leakage of current, shall be connected as required by a Licensee under the relevant provisions of the Act. In the event of the removal of earth leakage protective device of the Customer after initial installation of it, a Licensee may disconnect the supply, subject to the provisions of the Act, Rules and Regulations for the time being in force, after giving ten working days' notice and shall not reconnect the same till the earth leakage protective device is installed by the Customer. All the Customers, using electricity for motive power purposes, shall ensure balanced loading on all three phases of a Licensee system at the incoming terminals of the Customer's Premises.

v. Customers intending to use Apparatus other than motors in their power installation may, prior to its procurement, seek advice from a Licensee about technical particulars so that they can be informed about any special conditions that may be applicable for connecting such type of Apparatus to the mains. A Licensee shall respond in a timely manner to such queries.

4.2. A Licensee Supply Mains and Apparatus

i. In case of LV Customers, the Licensee shall provide meter, meter enclosures, cut-outs and other equipment depending upon the requirement, at a place mutually agreed upon so as to have unobstructed access at all times.

ii. In case of HV Customers, a Licensee shall provide suitable meters including CTs and PTs, Circuit Breaker or Air Break Switch (Isolator) or High Voltage Fuse or other suitable device as the case may be. The Customer should also provide similar control devices on his side.

iii. A Customer requiring High Voltage Supply must provide and maintain at his expense a locked and weatherproof enclosure of a design to be approved by a Licensee for purposes of housing a Licensee's HV switchgears and metering equipment. Such enclosure may also be used by the Customer for housing his own HV switchgears, transformer and other Apparatus including capacitors with the written permission of a Licensee but such enclosure shall not be used for any other purpose. A Licensee shall have access to the enclosure at all times without notice for the purpose of inspecting, testing and maintenance of a Licensee's Apparatus.

iv. In case of High Voltage Customers, switchgears of adequate capacity together with suitable protective devices in accordance with a Licensee's protection code and other relevant standards shall be used so as to afford full protection to a Licensee's Apparatus placed on the Customer's Premises.

v. The equipment shall remain the property of a Licensee and on no account be operated, handled or removed by anyone who is not in the employment of a Licensee. Likewise the seals, name plates and distinguishing numbers and/or the marks of a Licensee affixed on the said property shall not be interfered with on any account or broken, removed or erased except by employees of a Licensee duly authorized for that purpose.

vi. A Licensee may in the case of any Customer accede to his written request for a Licensee to isolate their supply for the maintenance of his equipment, provided such operation by a Licensee does not affect continuity of supply to other Customers.

vii. Every Customer shall compensate a Licensee for any damage and cost of making good any damage caused to the mains, apparatus or instrument or any other property of a Licensee in the Customer's premises occasioned

by reason of any act, neglect or default of the Customer, his servants or persons employed by him, and in addition, shall pay such penalties prescribed or lawfully due to a Licensee for unauthorized interference with a Licensee‘s property or seals.

4.3. Inspection for New Connection:

i. Upon receipt of the fitness certificate from the Electrical Inspector in accordance with the Act the Customer may begin the process for connection of electricity.

ii. Upon receipt of all the relevant documents by a Licensee the installation will be inspected within two working days.

iii. A Licensee’s Authorized Person shall notify the Applicant in writing within three days of inspection of any rectifiable defect noticed by him. In such a case a Licensee’s Authorized Person may allow commencement of supply only after the defects in the installation are rectified to his satisfaction.

iv. Upon the installation satisfying the connection requirements arising from the inspection including applicable payments, the connection will be connected as per the Quality of Service Standards set out by the IRC. A Licensee shall determine the fitness of the metering point location for that connection.

v. A Licensee shall not be responsible for maintenance or testing or wiring on the Customer’s premises.

vi. In respect of HV connections, manufacturer’s test certificates for all HV apparatus at the interface shall be produced, if required by a Licensee.

vii. Before any wiring and/or Apparatus of the Applicants, including transformers, switch gear, etc. are connected to a Licensee’s System, the same shall be subject to the inspection and testing by a Licensee’s Authorized Person. No connection shall be made without such testing.

viii. Power supply shall commence when a Licensee’s Authorized Person is

satisfied that the installation is fit for connection, it complies with other conditions of this Code, and the relevant provisions of the rules which are in force at that moment of time.

4.4. Commencement of Supply

i. The time frame for release of new connection, mentioned in the Quality of Service Standards issued by the IRC, shall be complied with by a Licensee as far as is practicable.

4.5. Failure of Supply

i. If a Licensee's service is interrupted, notice thereof should be sent to a Licensee's local office. Only a Licensee's Authorized Personnel bearing the badge of a Licensee are permitted to restore the service. Customers are not allowed to interfere with apparatus belonging to a Licensee, and they will render themselves liable to a penalty if a Licensee's seals, which are placed to protect its apparatus, are broken.

ii. A Licensee shall not carry out any alteration on the Customer's installation.

iii. A Licensee shall not be liable for any claims for loss, damage or compensation whatsoever arising out of failure of supply when such failure is due to force majeure.

4.6. Access to Customer's Premises

i. A Licensee may at any reasonable time, in accordance with the Act, enter any premises to which electricity is, or has been, supplied on land, under, over, along, across, in or upon which the electric supply-lines or other works have been lawfully placed by him for the purpose of –

(a) Inspecting, testing, repairing or altering the electric supply lines, meters, fittings, works and apparatus for the supply of electricity belonging to a Licensee; or

(b) Ascertaining the amount of electricity supplied or the electrical quantity contained in the supply; or

(c) Removing where a supply of electricity is no longer required, or where a Licensee is authorized to take away and disconnect such supply, any electric supply-lines, meters, fittings, and works or apparatus belonging to a Licensee.

ii. A Licensee or any person authorized as aforesaid may also, in pursuance of a special order in this behalf made by an Executive Magistrate or after giving reasonable notice of twenty-four hours in writing to the occupier thereof, or posted thereon in a conspicuous position, enter any premises or land referred to in sub-section (i) for any of the purposes mentioned therein.

iii. Where a Customer refuses to allow a Licensee or any person authorized as aforesaid to enter his Premises or land in pursuance of the provisions of Clause (i) or (ii), or when a Licensee or any person has so entered and is prevented to perform any act which he is authorized by those clauses to perform, or fails to give reasonable facilities for such entry or performance, a Licensee may, after the expiry of twenty-four hours from the service of a notice in writing on the Customer, or posted thereon in a conspicuous position, disconnect the Supply to the Customer for so long as such refusal or failure continues, but for no longer.

4.7. Extensions and Alterations

i. After the Supply of energy has commenced, should the Customer desire to have addition /reduction/alteration/modification of equipment / apparatus connected on his Premises, he shall submit to a Licensee a fitness certificate from the Electrical Inspector in respect of the alteration.

ii. Where the Customer increases his demand as a consequence of the alteration he shall request of a Licensee in writing the required capacity in his power supply. A Licensee shall prepare and submit to the Customer an estimate detailing the cost of providing the requested capacity. Upon

payment of the same a Licensee shall carry out the necessary work of alteration to the service.

iii. For the duration of the period in which alterations, addition or repairs are being executed, as required under clause (i) above, supply to the circuit which is being altered, added to or repaired, must be entirely disconnected and it shall remain disconnected until the alterations, additions or repairs have been tested and passed by the Electrical Inspector.

iv. The Customer shall not carry out any construction around the existing service position so as to hinder the access as already agreed. Should the construction become necessary due to remodeling of the structure or for any other reason, the Customer shall immediately notify a Licensee and get the service position shifted at his cost to a mutually agreed position. Non-compliance shall be liable for disconnection after serving a notice of not less than seven days, subject to the provisions of the Act, Rules and Regulations for the time being in force.

5. Metering

5.1. Metering and Power Supply Charges (bills)

i. A Licensee shall comply with the regulations as may be formulated by the Act, with regard to metering of supply.

ii. Metering apparatus and enclosures installed at a Customer's premises shall be properly sealed at all pertinent points.

iii. The Customer shall ensure that all seals affixed on the meter and metering Apparatus shall remain intact and are not damaged or tampered with. Further the Licensee's Authorized Person shall check the meter, meter seals and cut out during meter visits. Information about any visible abnormalities or irregularities in meter or meter seals or cut outs may be reported to the Customer and a Licensee shall take corrective actions.

iv. In case of Low Voltage Customers, and after relevant fees are paid, a Licensee shall provide meter, meter enclosures, cut-outs and other

equipment depending upon the requirement, at a place mutually agreed upon so as to have unobstructed access at all times.

v. An Applicant requiring High Voltage Supply must provide and maintain at his expense a locked and weather-proof enclosure of a design approved by a Licensee for the purpose of housing a Licensee's metering equipment. Additionally with due permission of a Licensee the same enclosure may be used by the Applicant for his own metering equipment.

vi. In case of High Voltage Customers, a Licensee shall provide suitable metering and isolation apparatus. The Customer should also provide similar controls on his side with due approval of a Licensee and Electrical Inspector.

vii. In case of a High Voltage feeder directly taken to the Customer's Premises for his exclusive use from a Licensee's supply, the metering arrangement shall be done at the Customer's Premises or other mutually agreed location. When the metering arrangements are installed in the Customer's Premises, the position of the service cut-outs or circuit breakers and meters shall be so fixed as to permit easy access to the System Operator at any time.

viii. Should the Customer/IRC dispute the accuracy of any meter(s), he may upon giving notice and paying the prescribed fees, have the meter tested by a Licensee or any other independent and competent body so authorized by the IRC. The correctness of the meter shall, where feasible, be ascertained at site in the presence of the Customer or his representative, without removing it from the installation. Whenever it is found necessary to further test the meter in a laboratory, the Customer shall be informed and the meter shall be removed and properly sealed in his presence.

ix. In the event of the meter being tested by a Licensee, either on his own or upon a request by a Customer/IRC and being indisputably found to be beyond the limits of accuracy as prescribed in the Regulatory Rules in force, the amount of the bill for a period of six months immediately preceding the date of inspection of the meter shall be estimated in

accordance with the result of the test. Any evidence provided by the Customer about conditions of working and / or occupancy of the concerned premises during the said period(s), which might have had a bearing on energy consumption, may be considered.

x. If the Customer is dissatisfied with the result of the test he may refer the matter to the IRC.

xi. If the Customer dispute is referred to the IRC, a Licensee shall not remove the meter from the installation. If the meter is already in a testing laboratory, it should be preserved in the same condition to the extent possible as it was in at the time of testing. In the event of the test being undertaken by an authorized entity as directed by the IRC and the meter being found to be incorrect, the amount of the bill shall be estimated as specified in the clause ix above.

xii. Where the meter ceases to register consumption (stop meter) or is otherwise defective (and the degree of inaccuracy in its measurement is unknown), the amount of the bill shall be estimated as specified in the clause 6.1.8 above, on the basis of average consumption. The average monthly consumption shall be calculated based on the figures for the preceding six months, when the meter was correctly/properly registering.

xiii. In case of any doubt about the accuracy of the meter, a Licensee may provide a check meter for a temporary period.

xiv. The time frame for resolution of complaints with regard to metering shall be in line with the relevant Quality of Service Standards set out by the IRC.

xv. In the case of a high voltage Customer taking supply a Licensee shall provide the HT metering equipment for registering the demand as well as the energy consumed.

5.2. Reading of Meter:

i. Meters shall be read by the Licensee once in each billing period or at such other intervals or times as a Licensee deems expedient. The Meter reading

process is automated. However, the Licensee reserves the right to obtain readings manually by use of employees or agents. Employees or agents of a Licensee shall have access to the Customers' Premises at all reasonable times for the purpose of such reading. The readings of each meter shall be entered by the reader in the case and the Customer, if present and so desires, shall be shown the reading. The following subsections 5.2.ii to 5.2.vi make reference to instances involving manual reading of meters.

ii. When a Customer leaves his/her Installation connected to the mains of a Licensee but locks up the meter or otherwise makes it inaccessible for reading by a Licensee's employee, then, for the first billing period of such inaccessibility, the Customer shall be charged on the basis of the consumption recorded in respect of the immediately preceding six month average billing period (to include most recent reading up to one day before scheduled billing cycle date if available) subject to the minimum bill there for under the provisions of the appropriate tariff and the consumption so billed shall be subject to adjustment as explained under sub-clause (iii) below.

iii. When the meter is made accessible by the Customer for the purpose of reading by a Licensee's employee and settling the account there for the Customer shall be charged an amount on the basis of the meter reading less the consumption recorded in the bills issued in respect of the preceding billing period when the meter remained inaccessible subject to minimum bill for the billing period in question.

iv. If the meter remains inaccessible during the subsequent billing period (s) as well, the Customer shall be charged on the basis of the consumption actually recorded in the latest preceding six month period, subject to minimum bill, and the consumption so billed shall be subject to adjustment as explained under sub-clause (iii) above. A Customer, who willfully denies or creates condition of inaccessibility to the meter, shall be served a notice of not less than 7 days to give facilities for reading the meter by a Licensee's employee at a fixed time and date. If the Customer

fails to comply with the notice as aforesaid, the supply to the Customer's Premises shall be disconnected.

v. A Customer about to vacate his/her Premises or intending to keep the Premises temporarily locked for period of a month or more, should give to a Licensee seven working days' notice in writing and arrange for facilities to enable a Licensee to record meter reading and to disconnect Supply to the Premises in accordance with such notice. In the absence of such a notice, a Licensee shall not be required to guarantee that the meter reading will be taken on the required date to enable the accounts to be submitted to the Customer. Failing such notice and facilities for meter reading and/or disconnection of the supply to the Premises from the mains, the Customer shall be held responsible for all energy consumed at the Premises till such time, as a Licensee is able to disconnect the supply. Non reading of the meters shall not absolve the Customer from his liability to pay minimum/maximum demand charges as may be applicable in accordance with the tariff schedule in force from time to time during the period the Customer has undertaken to take supply.

vi. Where a Customer normally resides out station and requests in writing that supply to his premises should not be disconnected even-though the meter may not be made accessible for reading, his request will be complied with, provided he is agreeable to pay the estimated bill for the corresponding period for which he will be out station.

vii. A Licensee is authorized to review the status of the meters already installed in the context of upgraded technology becoming available and suitability of the site where meter is placed in the Customer's premises along with other checks which may be deemed necessary for the general upkeep and stability of the network. A Licensee may install remote metering device in the Customer Premises as per the technical requirements of the specific device.

5.3. Power Supply Charges

i. Tariffs and charges for supply of electricity shall be as determined by IRC

from time to time.

5.4. Customer Interference with Supply Mains and Apparatus including Meter

i. The meter, cut-outs, Miniature Circuit Breaker (MCB), service mains and other equipment belonging to a Licensee installed at Customers' premises must on no account be handled or removed by anyone not authorized by a Licensee to do so. The seals, fixed on meter, metering equipment, cut-outs, MCB and the Distributions Licensee's equipment shall not be tampered or damaged in any way.

ii. Whoever makes unauthorized connections to any meter, indicator or apparatus with any electric line through which electricity is supplied by a Licensee or disconnects the same from any such electric line; or

iii. Makes unauthorized reconnections to any meter, indicator or apparatus with any electric line or other works being the property of a Licensee when the said electric line or other works has or have been cut or disconnected; or

iv. Lays or causes to be laid, or connects up any works for the purpose of communicating with any other works belonging to a Licensee; or

v. Maliciously damages any meter, indicator, or apparatus belonging to a Licensee or willfully or fraudulently alters the index of any such meter, indicator or apparatus or prevents any such meter, indicator or apparatus from duly registering, shall be punishable as per law. The Customer shall, as far as circumstances permit, take precautions for the safe custody of a Licensee's equipment on his premises and shall not interfere with or allow anyone to interfere with a Licensee's meters or other apparatus in any way.

vi. Complaints regarding lost meters will be entertained by a Licensee only if such complaints are accompanied by a copy of a police report lodged by the Customer with the Commonwealth of Dominica Police Force. In all

such cases, the assessment shall be done after proper enquiry.

5.5. Payment of Bills

i. The energy bills shall be paid by the Customer at any of the Supply Licensee's specified and authorized payment locations within the due date mentioned in the energy bill, failing which the Customer may be subject to disconnection of service.

ii. In case of complaints regarding electricity bills, the Customer shall follow the procedure laid out in the Quality of Service Standards issued by the IRC.

iii. If the payment of energy bills is made by a cheque, the date of tendering the cheque at a Licensee's office or collection center shall be considered as the date of payment except in the case of postdated cheque. No payment will be accepted through foreign cheque.

iv. Cheque once dishonored shall not be presented again to the bank and it shall be returned to the Customer and the intimation of such cheque returning shall be sent to Customer immediately. Such a Customer shall then be required to make full payment as per billing procedures in cash/ demand draft or pay order only at his cost irrespective of the amount of the bill.

v. Any payment made by the Customer shall be adjusted towards the arrears, if any outstanding against his account. The notice for payment of arrears may be incorporated in the bill itself or may be served separately.

vi. In the case of a Customer who has been served the notice as aforesaid requiring him to pay the outstanding dues and the arrears shown in the notice within the period specified thereof in order to avoid the disconnection of power supply to his installation, pays an amount less than that in the notice, and provides a payment plan authorized by a Licensee, the same shall be accepted as part payment against his account and supply continued.

vii. Bills shall normally be sent by hand delivery or by post or other format

available convenient to a Licensee. The Customer shall notify the office of a Licensee if no bill is received within 25 days from the date of reading. Otherwise it will be deemed that bills have reached the Customer in due time. In case the Customer approaches a Licensee for non-receipt of the bill, a Licensee shall respond promptly and issue him a duplicate bill.

viii. Where any person neglects to pay any charge for electricity or any sum other than a charge for electricity due from him to a Licensee in respect of supply, transmission or distribution of electricity to him, a Licensee may, after giving not less than fifteen clear days' notice in writing, to such person and without prejudice to his rights to recover such charge or other sum by suit, disconnect supply of electricity and for that purpose disconnect any electric supply line or other works being the property of a Licensee through which electricity may have been supplied, transmitted, or distributed and may discontinue the supply until such charge or other sum, together with any expenses incurred by a Licensee in disconnecting and reconnecting the supply, are paid, but no longer. The supply of electricity shall not be disconnected if such person deposits, under protest, an amount equal to the sum claimed from him, pending disposal of any dispute between him and the licensee.

ix. If the due date of the payment of the bill falls on public holidays, the next working day shall be treated as the due date.

x. When a Licensee proceeds to disconnect the supply of a Customer for the non-payment of the Customer's energy bill inclusive of past arrears, if the Customer claims to have paid the said bill (on the same day or earlier), he must, to avoid disconnection, show the receipt to the representative of a Licensee who visits the installation for disconnection of supply. The date and amount of the receipt of payment of the relevant bill issued by or on behalf of the authorized representative of a Licensee only, shall be treated as conclusive proof of the date and amount of such payment.

6. Restrictions

6.1. Unauthorized Use of Electricity

i. "Unauthorized use of electricity" means the usage of electricity by a means not authorized by a Licensee

(a) Through a tampered meter; or

(b) For the purpose other than for which the usage of electricity was authorized.

6.2. Investigation and Provisional Assessment

i. If on an inspection of a Licensee's apparatus at any place an Authorized Person comes to the conclusion that the Customer is indulging in unauthorized use of electricity, he shall provisionally assess to the best of his judgment the electricity charges payable by such person or by any other person benefited by such use.

ii. If the Authorized Person reaches to the conclusion that unauthorized use of electricity has taken place, it shall be presumed that such unauthorized use of electricity was continuing for a period of three months immediately preceding the date of inspection in case of domestic and agricultural services and for a period of six months immediately preceding the date of inspection for all other categories of services, unless the Customer can provide evidence to the contrary.

6.3. Manner of Service of Provisional Assessment

i. The order of provisional assessment shall be served upon the person in occupation or possession or in charge of the place or premises in such manner as prescribed by the Act or the IRC Regulations.

ii. Any person served with the order of provisional assessment, may, accept such assessment and deposit the assessed amount with a Licensee within the due date of payment. Where the person deposits the assessed amount he shall not be subjected to disconnection.

6.4. Objection to Provisional Assessment

i. The person, on whom a notice has been served under sub clause 6.3 (i),shall be entitled to file objections, if any, against the provisional assessment before an Authorized Person. The Authorized Person may, after affording a reasonable opportunity of hearing to the Customer, pass a final order of assessment of the electricity charges payable by such person.

6.5. Appeal against Final Assessment Order to Appellate Authority

i. Any person aggrieved by a final order made under sub clause 6.4may, within thirty days of the said order, prefer an appeal in such form, verified in such manner and accompanied by such fee in accordance with the set IRC regulations for filing an appeal.

ii. No appeal shall lie to the appellate authority against the final order made with the consent of the parties.

iii. No appeal against an order of assessment under sub-clause 6.5 (i) shall be entertained unless an amount equal to one third of the assessed amount is deposited in cash or by way of bank draft with the Licensee and documentary evidence of such deposit has been enclosed along with the appeal.

iv. The appellate authority shall dispose of the appeal after hearing the parties and pass appropriate order and send copy of the order to the assessing officer and the applicant.

v. The order of the appellate authority shall be final.

vi. When a person defaults in making payment of the assessed amount, he on the expiry of thirty days from the date of the order of assessment, shall be liable to pay the assessed amount plus an amount of interest at the rate of twice the prevailing interest rate.

6.6. Theft of Electricity

i. Whoever, dishonestly,

(a) taps, makes or causes to be made any connection with overhead, underground or under water lines or cables, or service wires, or service facilities of a Licensee; or

(b) tampers with a meter, installs or uses a tampered meter, current reversing transformer, loop connection or any other device or method which interferes with accurate or proper registration, calibration or metering of electric current or otherwise results in a manner whereby electricity is stolen or wasted; or

(c) damages or destroys an electric meter, apparatus, equipment, or wire or causes or allows any of them to be so damaged or destroyed as to interfere with the proper or accurate metering of electricity, so as to abstract or consume or use electricity shall be held liable in accordance with the ESA of 2006.

ii. Any officer authorized in this behalf by the State Government may:

(a) enter, inspect, break open and search any place or premises in which he has reason to believe that electricity has been, or is being used in an unauthorized manner;

(b) search, seize and remove all such devices, instruments, wires and any other facilitator or article which has been or is being used for unauthorized use of electricity;

(c) examine or seize any books of account or documents which in his opinion shall be useful for or relevant to, any proceedings in respect of the offence under sub-section 6.6 (i) and allow the person from whose custody such books of account or documents are seized to make copies thereof or take extracts there from in his presence.

iii. The occupant of the place of search or any person on his behalf shall

remain present during the search and a list of all things seized in the course of such search shall be prepared and delivered to such occupant or person who shall sign the list.

iv. No inspection, search and seizure of any domestic places or domestic premises shall be carried out except in the presence of an adult member occupying such premises.

v. The provisions of the Electricity Act, 2006 or amendments thereof shall apply.

vi. The assessment for the theft of electricity shall be made in accordance with section 6.2 (ii).

vii. In case of prima-facie evidence of theft of electricity as specified in the notice of instructions relating thereto under sub-section 5 (c) of the section 33 of the Electricity Supply Act, 2006,the installation will be liable for disconnection.

viii. If the Customer pays the amount of assessment for the theft of electricity, the Licensee shall forthwith restore the connection.

6.7. Negligently Breaking or Damaging Works

i. Whoever, negligently breaks, injures, throws down or damages any material connected with the supply of electricity, shall be dealt with in accordance with the Electricity Supply Act of 2006 or amendments thereof.

6.8. Power of Special Court

i. Relevant sections of the Electricity Supply Act shall be tried only by the Special Court mentioned therein.

6.9. Penalty for Intentionally Injuring Works

i. Whoever, with intent to disconnect the supply of electricity, cuts or injures, or attempts to cut or injure, any electric supply line or works, shall be dealt with in accordance with the Electricity Supply Act and any

applicable laws within the Commonwealth of Dominica.

7. General Provisions

7.1. Failure and Interruption of Supply

i. A Licensee shall take all reasonable precautions to ensure continuity of power to the Customer. Subject to a contract to the contrary, a Licensee shall not be responsible for any loss to Customer or damage to Customer's plant and equipment due to interruptions / fluctuations in supply of power. Such damage to a Licensee's plant and equipment may arise from the reasons including but not limited to war, mutiny, riot, earthquake, cyclone, tempest, strike, civil commotion, lightning, fire, flood, accident or breakdown of plant and machinery, load shedding or causes beyond control of a Licensee. A Licensee shall communicate through convenient media as early as possible of the probable duration of such interruptions in supply of power to the Customers.

ii. A Licensee may curtail, stagger or disconnect, for such period as may be necessary, the supply of electricity if the power position or any other technical emergency warrants such action.

iii. A Licensee shall always be entitled, for reasons of testing or outages or maintenance or any other cause for efficient working of the undertaking, to temporarily discontinue the supply for such period as may be necessary. A Licensee shall however, endeavor wherever possible to give advance notice in this behalf in accordance with the Quality of Service Standards issued by the IRC with the object of causing minimum inconvenience to the Customer.

7.2. Provisions for Load Shedding

i. Notwithstanding anything contained in any agreement or undertaking executed by a Customer with a Licensee or in the tariff applicable to him, a Customer may be required to restrict the use of electricity in terms of his maximum demand and/or stagger energy consumption in the manner and for the period as maybe specified in any order that may be made by a Licensee to maintain orderly grid operation.

7.3. Prejudicial Use of Supply

i. Harmonics: In any installations the Total Harmonic Distortion (THD) shall not exceed the limits as recommended by the relevant IEC Regulation or equivalent and other identified international standards

ii. All the users operating the power generating plant in parallel with the grid shall comply with the terms and conditions of the agreement for such connectivity laid down by a Licensee. Such units shall also promptly comply with any direction that may be issued by the Licensee in the interest of orderly operation of the grid.

iii. The Customer shall not keep connected to a Licensee's supply system any apparatus including phase splitters which in a Licensee's opinion may interfere with or effect injuriously a Licensee's supply to other Customers.

7.4. Demand Side Management

i. Every Customer shall endeavor to minimize wastage and inefficient use of electricity and extend necessary co-operation to a Licensee in implementation of any programs for demand side management.

7.5. Standards of Performance and Procedure for Redressal of Customer Grievances

i. A Customer, who has any complaint, may approach a Licensee. In case he is not satisfied, then he may approach the IRC for resolution of his complaint, as laid down in IRC's regulations.

7.6. Service of Notice

i. Any notice by a Licensee to a Customer shall be deemed to be duly given, if served in writing addressed to the Customer and hand delivered or left at, or sent by post or any other mode permitted under law to the address specified in the Customer's application or as subsequently notified to a Licensee.

ii. Any notice by the Customer to a Licensee shall be deemed to be duly

given, if served in writing addressed to a Licensee and hand delivered or sent by post or by any other mode permitted under law to the office from where the bill is served upon the Customer.

7.7. Discontinuance of Supply

i. In accordance with the Act a Licensee shall not be bound to continue the Supply if the Licensee is not satisfied that the electric supply lines, fittings, works or any other Apparatus within the said premises are in proper condition and are likely to affect injuriously the use of energy by a Licensee or by other persons.

ii. If the power supply to any Customer remains disconnected for a period of six months for non-payment of electricity charges or any other charges or non-compliance of any direction under this Code and effective steps have not been taken by the Customer to remove the cause of disconnection, the Agreement of the licensee with the Customer for supply of electricity shall be deemed to have been terminated with consequential effect on expiry of such period of six months. On termination of the Agreement, a Licensee has the right to remove the service line and other installation through which the supply of electricity was commenced and the Customer has no right regarding refund of the service line charges paid initially while taking the service. A Licensee reserves the right to remove the service and the apparatus in such a case.

iii. A Licensee may, in the event of any Customer's non-compliance even after due notice, of any specific condition or direction and if such non-compliance can reasonably be expected to affect system operations and safety, disconnect supply to such Customer. In cases of emergency, disconnection may be effected immediately in the interest of system operations and safety. The connection should be immediately restored upon submission of a fitness certificate from the Electrical Inspector intimating that the originating causes leading to the disconnection are removed or rectified.

7.8. Multiple Violations

i. If any Customer commits more than one violation in the same service connection, each violation shall be dealt with separately. The penalty shall be levied separately for each such violation, as applicable.

7.9. Power to Remove Difficulties

i. If any difficulty arises in giving effect to any of the provisions of this Code, the matter may be referred to the IRC, who after due process, may pass any general or special order, which appears necessary or expedient, for the purpose of removing the difficulty.

ANNEXURE A

(FORM OF REQUISITION FOR SUPPLYOF ELECTRICAL ENERGY)