Utilities Regulatory Authority

Final Decision and Commission Order

Case U-0002-14

In the matter of investigating and implementing feed-in tariffs and net-metering program for renewable energy in Port Vila

July 2014

Foreword

The Utilities Regulatory Authority (URA) Commission is pleased to issue this Final Decision and Order implementing feed-in and net-metering tariffs for small-scale solar renewable energy for electric customers of UNELCO (case U-0002-14). Pursuant to its Preliminary Decision in April 2014, Commission staff held public consultations and received valuable comments from several interested persons. Many of the suggestions have been incorporated in this Order.

A Roof –Top Revolution

Roof-top solar installations have become a widespread phenomenon globally. There is a so-called "roof-top revolution" where households across the world are installing solar panels to generate energy (electricity and water heating) for their own use. It is particularly popular in the Southern hemisphere where solar conditions are favourable for effective solar power to replace traditional fossil energy generation. Developed countries such as Australia and New Zealand have, for many years, encouraged roof top solar systems by offering generous incentives.

As a result of technological development and economies of scale from mass use of solar panels, international prices have tumbled from USD 35 (VUV 3,269)/Watt to about USD 0.77 (VUV 72)/Watt, over the last 10-12 years, making solar panels within reach of average consumers and solar generation is now competitive with traditional generation methods. As an example, in Australian provinces even with drop in feed-in tariff incentives from AUD 0.44 (VUV 38.5)/kWh to AUD 0.8 (VUV 7)/kWh it is still attractive to install solar systems with reasonable payback periods and 15,000 new customers are going solar each month. With continuing drop in solar panel prices and rapid development of storage it is the opinion of energy experts that this has structurally altered the utility 20th century model of central power where now the utility model itself may someday wither away as consumers exit the grid.

Developing countries in the Pacific region, Caribbean, Africa are rapidly adopting roof top solar culture as a solution to environmental concerns, climate change and high-cost diesel generation. In Vanuatu, we are particularly blessed with very favourable sun radiation, wind conditions, geo-thermal, bio-fuel that provides unique opportunity for renewable, especially distributed solar energy. The National Energy Road Map (NERM) has recognized the abundance of opportunities for renewables and has established a clear policy to adopt a vigorous renewable energy program. It is incumbent upon Vanuatu energy decision-makers to make serious efforts to implement the renewable energy policy with solar energy at the heart of the program.

Power to the People

Historically Vanuatu consumers have been offered few opportunities other than to accept the traditional utility-supplied power at high diesel generation prices. Due to high prices average consumers have limited their use to the barest minimum denying themselves the benefits of a modern lifestyle. Average household use in Port Vila, for example is only 70 kWh per month. Households are discouraged from connecting to the grid due to high connection costs and energy prices. Nationally, only 30% homes have access to the power network and even in Port Vila Vanuatu's urban centre, penetration is only about 70%

There is no reason in the current energy environment to keep the consumers tethered to utility supplied power when other options are available to generate small scale power and manage electric costs. In an era when a consumer in almost any country has the opportunity to generate its own energy through so-called

'green machine' or micro power, there is no reason why consumers in Vanuatu should be held back and left behind. The URA, as the agency responsible for looking after consumer interests has the legal mandate to 'protect long term interests' and ensure 'least cost' power supply options are available to end users.

It is in this spirit of empowering consumers that this program is being implemented.

Feed-in and Net-metering

The Feed-in and net-metering program allows customers, in particular small users, to manage their energy bills by installing solar panels primarily for their own use. During periods this generation is unavailable the customer may draw energy from the grid and appropriately compensate the network. These are called grid-connected feed-in systems. In many cases, as in Fiji, the consumer may sell excess generation it cannot use, back to the utility for a charge typically equivalent to the fuel costs the utility may save by backing out its own generation. In case of solar, since it is available during the day time, when utility has maximum demand and may use expensive generation sources, the sale-back provides a significant value to the utility and thus all its other customers. The investment by the consumers in installing solar panels is partially recovered by the savings it brings through lower bills. Typically payments systems are designed to provide sufficient savings to the solar user to recover his/her investment over a reasonable period. All risks are on the customer as to how well the solar system will work and what actual payback would be. Benefits to the utility and thus to all consumers lay in receiving energy at rates below their avoided fuel costs. How the payment system is designed and implemented is a critical aspect of an effective feed-in system. This is a paramount consideration in our design of the feed-in/ net- metering program. The program we are implementing today shall not materially add to the cross-subsidy, will be revenue neutral to UNECLO, and benefits customers at large. The program provides an orderly and safe process by which customers may be allowed to generate their energy and prevent any unauthorised generation that may affect system integrity.

We urge the Government, UNELCO and all interested persons to support the Decision and its implementation.

Johnson Naviti Matarulapa Marakipule, Chairman

Hasso C. Bhatia, *PhD*, CEO and Commissioner

John Obed Alilee, Executive Commissioner

1. Introduction

Case information

Table 1: Case information

Case number	U-0002-14
Applicant	Utilities Regulatory Authority
In the matter of	Investigation and implementation of feed-in tariffs for renewable energy
Commencement date	2nd December 2013
Date of Final Order	22nd July 2014

Purpose of this document

This document sets out the Final Decision and Commission Order in the matter of the investigation and implementation of feed-in tariffs for renewable energy (URA case U-0002-14). This Commission Order is the formal order to UNELCO to carry out the necessary actions to implement the provisions described in this Order. It lays out in detail the background and considerations supporting the Commission's decision, including many useful responses to submissions received during the consultation process.

Background

There is currently no regulation in place governing how electricity customers can install grid-connected solar home systems in Vanuatu. The lack of regulation has resulted in customers wishing to install such a system negotiating individually with the utility company or doing on their own without the utility's knowledge. Over recent months, there have been a number of enquiries made to the URA about setting up a more formal and orderly program for grid-connected solar home systems. In addition, UNELCO has raised concerns about unauthorized installations. In response to these enquiries, the URA initiated this case.

Feed-in tariffs and net-metering programs have been widely used globally and in the region to allow consumers the opportunity to manage their energy consumption and costs, while promoting the share of renewable energy in the national energy mix. The National Energy Road Map (NERM) has set specific targets for renewable energy utilization in Vanuatu to which the program would be an important contributor.

Examples of feed-in tariff programs currently active in the region include:

- Well-established solar feed-in programs exist in Australia and New Zealand, with 15,000 new customers joining every month in Australia alone[1]. Some companies, including Simple Energy, a sister company of UNELCO as part of the GDF SUEZ group, offer interest-free loans for customers to install solar panels.

[1] http://www.solarchoice.net.au/blog/news/15000-new-australian-households-go-solar-monthly-queensland-leads-way-160714

- Tonga Power Limited. Bi-directional grid-connected system allows customers to use their own solar generated power when possible and feed any excess to the grid at no charge. No access fee. Maximum total installed capacity of 500kWp, split across different customer categories.
- Palau introduced a net metering program in 2012 and has received financing support through low cost loans from ADB for solar installations.
- Programs are also either in-place or in the process of development in Fiji, New Caledonia (where the utility company is an affiliate of UNELCO), Guam, Samoa and Hawaii.
- In a wider context, a recent study has reviewed programs across Africa in Algeria, Kenya, Mauritius, Rwanda, South Africa, Tanzania and Uganda[2].

It is in this context that the URA has considered the development of an appropriate feed-in program for Port Vila. It is a limited program as URA wants to take a go-slow approach and study the impact on the System.

Case chronology

Table 2: Case chronology

Date	Activity
2nd December 2013	Case opened
December 2013 to March 2014	Initial review and analysis
7th April 2014	Preliminary Decision and Notice of Request for Comments and Public Consultation released, with accompanying Staff Report
30th April 2014	Preliminary Decision public briefing at URA office
9th May 2014	Deadline for written submissions
May 2014 to June 2014	Joint review of program with UNELCO

Legal context

The legislation governing the generation, supply and sale of electricity in Port Vila is established by the Electricity Supply Act, the Utilities Regulatory Authority Act and the Concession contract for the Generation and Public Supply of Electric Power in Port Vila between the Government of Vanuatu and UNELCO, as subsequently amended.

The legal basis of this Order is described in more detail in Section 5.

[2] *Powering Africa Through Feed-In Tariffs, World Future Council.*

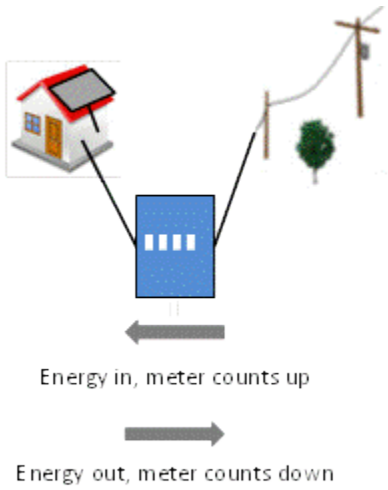
2. Program parameters

The scope of this program is limited to grid-connected solar generation systems in the electricity network in Efate operated by UNELCO. Potential feed-in programs for other technologies and the electricity networks in Luganville, Tanna and Malekula may be considered at a later date. The program has two main features, a Net-metering method and Feed-in tariff as described below:

Metering methods

Net metering

Figure 1: Net metering diagram

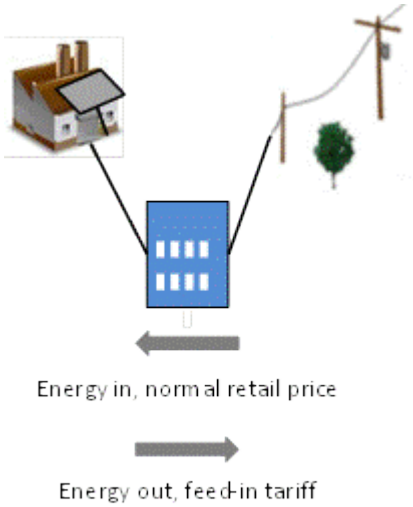


This method requires the solar array to be connected on the customer side of the meter, so that customers can use the power generated from their solar installation. If additional power is required, it is drawn from the network. If more power is generated by the solar installation than is used by the customer's appliances, the excess is delivered to the network.

The customer's bill is calculated according to the retail tariffs for the net energy consumed from the network, which will be the total amount of energy drawn from the network minus the total amount of energy delivered to the network. An access fee is applicable in this method to compensate for the network use. The utility shall provide appropriate meters

Bi-directional metering

Figure 2: Bi-directional metering diagram



This metering method is intended for larger installations for commercial and industrial customers. This method separately measures energy drawn from the network and energy delivered to the network. Customers use the electricity generated by their solar installation, and switch to the network for any extra energy required from the network. Excess solar generation is delivered to the network.

The total amount of electricity drawn from the grid over the billing period is charged at the applicable retail tariff, and the usual fixed charge will apply. The price paid for energy fed-in to the grid is the feed-in tariff.

Feed-in tariffs

This program adopts the following feed-in tariffs and categories.

Net Metering with Access Fee	
Available to	Domestic customers currently served under "Other Low Voltage" (TU) tariff
Metering method	Net metering, consumption measured as total kWh drawn from the grid minus total kWh sent to the grid.
Billing Fixed charge	 Same as standard tariff: 5 x P (273 vatu*) per subscribed kVA per month
Consumption charge	Same as standard tariff: 1.21 x P (66 vatu*) per kWh (net consumption)
Access fee	1,200 vatu per installed kWp of solar capacity. For installations 2kWp and below: 600 vatu multiplied by kWp
Negative consumption	If the net meter reading is negative (i.e. more energy sent to the grid than drawn from it), the net fed-in energy shall offset the fixed charge and access fee at the rate of 13 vatu per kWh. There will be no negative bills, meaning that any energy fed-in in excess of that which offsets the fixed charge and access fee shall be fed-in for free.

** P = 54.62 vatu as of June 2014*

Bi-directional metering – Commercial customers	
Available to	Customers currently using the "Commercial" (TUP) tariff
Metering method	Bi-directional metering: kWh drawn from the network are measured separately from kWh sent to the network
Billing Fixed charge	 Same as standard tariff: 20 x P (1,092 vatu*) per subscribed kVA
Consumption charge	Same as standard tariff: 0.87 x P (48 vatu*) per kWh (kWh from the network)
Feed-in tariff	21 vatu per kWh fed-in to the grid
Access fee	No access fee
Negative billing	There will be no negative bills, meaning that the value of energy fed-in can fully offset the Fixed charge and Consumption charge, and any additional energy fed-in to the network shall be fed-in for free.

** P = 54.62 vatu as of June 2014*

Bi-directional metering – High Voltage customers	
Available to	Customers currently using the "High Voltage" (MT) tariff
Metering method	Bi-directional metering: kWh from the network measured separately from kWh sent to the network
Billing Fixed charge	 Same as standard tariff: 25 x P (1,366 vatu*) per subscribed kVA
Consumption charge	Same as standard tariff: 0.7 x P (38 vatu*) per kWh (kWh from the network)
Feed-in tariff	21 vatu per kWh fed-in to the grid
Access fee	No access fee
Negative billing	There will be no negative bills, meaning that the value of energy fed-in can fully offset the Fixed charge and Consumption charge, and any additional energy fed-in to the network shall be fed-in for free.

** P = 54.62 vatu as of June 2014*

Note: all billings based on monthly use. Feed-in customer meters should be read every month, and not estimated.

Installation limits

Program only allows maximum installation of 19.8 kVa. For customers with current subscribed power up to 19.8kVA, (equivalent to 30 Amp three phase), installations will be approved up to an equivalent kWp of their current subscription (i.e. a customer with a 4.4kVA subscription may install up to 4.4kWp of solar capacity). Larger installations may be considered on a case-by-case basis.

The overall limit for this program will be initially set at a total installed capacity of 500kWp, spread across the program according to the approximate guidelines below. This limit will be reviewed from time to time. It should be noted that the program is primarily to study the opportunities for the domestic consumers so their participation should be maximized.

- 50-70 Min. Domestic customers, 320 kWp
- 10 Commercial customers, 120 kWp
- 3 High Voltage Customers, 60 kWp
- UNELCO shall not connect more than 4 solar home systems installations per local loop or transformer.

3. Implementation process

Start date

The program will be open for applications on 1st October 2014.

Application process and approval conditions

Applications will be reviewed in order to achieve a diverse mix of tariff categories, size of installations and location on the network based on guidelines in this Order. UNELCO will report to the URA on a weekly basis with a list of applications received, the nature of each proposed installation, and the application status.

- Initial application to UNELCO via an Initial Request form. UNELCO will provide acknowledgement of receipt to the customer. The Initial Request will indicate the location of the installation, the amount of capacity to be installed and provide a commitment that their installation will be consistent with the required technical standards. Applications will be approved to ensure a balance of installations in different network locations, and to ensure variety of installation size. New applications will be considered until the total installed capacity limit has been reached, and a reasonable diversity of installations has been achieved.
- Site inspection by UNELCO. The proposed site of the installation will be inspected by UNELCO to ensure suitability, and to inform the customer of any required work to conform to standards (e.g. position of panels, strength of roof, etc.).
- The approval will be valid for 3 months from the approval date, during which time the customer should arrange for the installation to be completed. After 3 months have elapsed, if the installation is in progress but not completed, the customer may request an extension of up to 30 days, which will not be denied if sufficient progress is made towards installation. Otherwise the approval lapses and the capacity will be made available to other customers.
- Once the limits of approvals have been reached, new applications will be received and added to a Waiting List. If further capacity is released due to lapsing approvals or future expansion of the program, Waiting List applications will be given priority. If necessary the allocations described in various categories may be altered by UNELCO with prior URA approval to maximize the program value and practicality.
- Once the installation is completed, it will be inspected by UNELCO to ensure compliance with technical standards. If non-compliant, remedial actions will be described by UNELCO to be carried out by the customer. Once compliance to technical standards is confirmed, the UNELCO and the customer execute a Feed-in Contract (defined in Section 7), which sets out their rights and obligations in respect of the program.
- If there is a dispute between a customer and UNELCO during this process, the URA shall assist in resolving the dispute if approached by either party. A customer may approach the URA if he/she is not satisfied with the utility response.

Application fee

There will be a non-refundable application fee payable when the initial application is submitted. The fee is intended to cover the administration costs of processing the application, and for the initial inspection of the installation. The fee is set at 5,000 vatu.

Technical specifications and standards

Section 14 (68) of the Specifications (defined in Section 5) states: … *The customer will not operate any kind of autonomous means of producing electrical energy which might run in parallel with the network, unless it complies with the technical conditions arising from the relevant regulation, and only after having notified the CONCESSIONNAIRE of the above by registered letter with acknowledgement of receipt one month in advance.* This Order constitutes the "relevant regulation" referred to in the Specifications. As such, all installations should comply with AS/NZS 5033 (Installation of Photovoltaic Arrays). UNELCO also has the right to monitor gross generation amounts from the installations, and install any equipment required to do so.

Program review

The maximum capacity limit of the program is initially set at 500 kWp. The program will be regularly reviewed by the URA, in consultation with UNELCO to determine whether and how much additional capacity can be released, and how it will be spread across different customer groups. Commission may make necessary adjustments to the program. URA staff shall submit a quarterly update on the program.

Unauthorized Installations

Any grid-connected solar systems that have not been approved through the program will be treated as an unauthorized installation. In such cases, the utility shall have the right to disconnect service or take any other action permitted under the law. This does not include solar installations that include a switching mechanism that ensures no energy is fed-in to the grid, which are outside the scope of this program.

Any installation that is shown to be electrically or physically unsafe will be disconnected by UNELCO.

4. Program considerations

Renewable energy policy

The National Energy Road Map, the guideline document for energy policy in Vanuatu, describes the following overall vision:

To energise Vanuatu's growth and development through the provision of secure, affordable, widely accessible, high quality, clean energy services for an Educated, Healthy, and Wealthy nation.

The three relevant priorities of the Roadmap are:

- **Affordability** – A more affordable and low cost of energy services in Vanuatu, including:
  - Address consumers' current ability to pay of connection and on-going tariffs
  - Explore options (financial and technical) to increase affordability for both on-grid and off-grid consumers
  - Promote least cost investment in the electricity sector
- **Energy security** – An Energy Secure Vanuatu at all times, through:
  - Achieving a greater diversity of energy sources
  - Provide a framework for investment
- **Climate change** – Mitigating climate change through renewable energy and energy efficiency
  - Examine options for increasing renewable energy and improving energy efficiency.

The Roadmap includes targets of 40% renewable energy generation by 2015 and 65% by 2020, and a 20% improvement in diesel efficiency by 2020.

This program will improve affordability for those customers who install solar systems and energy fed-in will reduce the cost of supplying other customers. Encouraging additional renewable energy generation capacity will also improve energy security and climate change mitigation.

Customer empowerment

Currently in Efate, customers are not able to choose an alternative electricity supplier, and therefore the only means available to customers to reduce their electricity expenses are through constraining their usage, energy conservation through efficiency, or self-generation.

The Vanuatu has relatively high electricity prices and low rates of connection and low usage among lower-income customers. It is highly likely that customers are choosing not to use appliances to enhance their life style in order to save on bills. The resulting low demand growth perpetuates high prices as fixed costs have to be recovered from fewer kWhs sold. URA is pursuing actions to drive up future demand and to reduce prices by efficient and wise energy use.

Various technologies exist to help customers improve energy efficiency, for example more energy-efficient appliances, and non-grid-connected solar-powered items such as water heaters and pumps (although these may also include grid-connected backup systems). Customers can make their own decisions around

comparing costs of such devices against the potential reduction in electricity expenses through reduced consumption.

Self-generation technology allows customers to reduce the amount of energy consumed from the grid for normal mains-powered appliances. At its simplest, the program may be viewed as a solar-powered mains socket that can be used when solar power is available. It allows using solar power when it is available and switches to the network when it is not. It enables the customer to reduce their consumption from the network without constraining their usage. This is no different from a customer reducing his use through energy conservation, smart appliance buying, or switching from electric to gas cooking, all permissible actions.

This program empowers customers to manage their electricity expenses through investment in solar generation equipment. A key component of this empowerment is for customers to be able to use their own generated power when they can and benefit from the reduced consumption from the network. Bonus point is the increase in renewable share of the total energy mix.

Shared benefit from excess generation

As well as enabling a customer to reduce their consumption of grid energy, a solar home system can supply energy to the network at times when the customer does not need it. This can create an additional benefit for the wider network if the compensation for fed-in energy is less than the avoided cost of fuel. This is particularly advantageous for solar systems since it is typically available during daytime when the system loads are high and must run diesel-fuel generation. Moreover commercial consumers' usage often coincides with solar system availability thereby reducing system load and high costs.

Each kWh of energy fed into the grid provides UNELCO with the saving of the fuel cost of generating a kWh. As of June 2014, this cost is approximately 28.12 vatu. The parameters of the program have been designed to provide customers with 75% of this additional benefit, with the remaining amount shared with the network. The program has a fixed feed-in tariff, meaning that if the fuel price increases, then the shared benefits will increase.

These additional shared benefits of this feed-in program make it preferable to a situation where customers reduce their consumption through a solar system that does not feed-in.

The Access Fee included in the Net Metering program category is designed to offset the extra benefit when customers feed-in at apparent retail prices (i.e. when net consumption is positive), thus avoiding fixed cost contributions for energy they have drawn from the grid.

Financial impact on UNELCO

This program will not have an overall financial impact on UNELCO. The following effects of the program will be netted out and utility fully compensated:

- Reduction in revenue from:
    - Customers reducing the energy used from the network through self-generation
    - Customers offsetting other charges through compensation for fed-in energy
- Increase in revenue from application fees and Access Fees from net metering customers

- Reduction in UNELCO costs due to reduced fuel use
- Zero cost energy supplied by the solar user once other charges are offset
- Additional costs due to metering and program administration

These impacts will be taken into account in all future tariff reviews to ensure that UNELCO is allowed to recover all of its prudently incurred costs. The next tariff review is planned to be complete in May 2015. For the period from the start of the program until the next tariff reset, UNELCO may account for any net financial impact of the program as a regulatory asset, to be recovered in the subsequent tariff periods.

Overall, these mitigating actions will ensure that the net financial impact of this program on UNELCO is neutral. In general, if a utility experiences a significant financial impact of any kind, they can request the regulator to consider further mitigating action including tariff adjustment.

Impact on other customers

The existing cross-subsidy between customers means that if customers currently on higher tariffs are able to reduce their consumption, then in order to ensure UNELCO's ability to properly cover its costs, there may be an increase required in the revenue to be generated from all other customers. To some extent this will be offset by the Access Fee introduced in the Net Metering program category. Moreover all consumers may benefit from zero cost energy delivered to the network at times after participating customers fully offset their bill.

Based on the URA analysis, the estimated total financial impact of customers self-generating and feed-in is approximately 5m vatu per year, based on the current limits. This is equivalent to 0.172% of UNELCO's revenue. In comparison, the recent UNELCO's assumption of responsibility for street lighting in Port Vila has a cost impact of approximately 11-12m vatu per year.

No changes to other tariffs are anticipated before the next tariff review, planned to be complete by the end of May 2015. Assuming substantial participation, the overall impact of this program at that point is estimated to be a 0.172%, plus the recovery of the impact of the program in the period up to the tariff review, likely to be spread over three to five years. In practical terms therefore, the impact on other customers from this program will be negligible

Impact on safety and reliability

The installation of distributed generation capacity around the network can have a technical impact on safety and reliability. The level of installation should be managed so that this impact can be monitored and mitigated. This is the reason for the limits on installed capacity both for individual customers and the overall program. UNELCO has indicated that a reasonably acceptable limit of intermittent energy generation (solar and wind combined) is 40% of peak demand, which is 4,800kW. The current level of intermittent energy generation is 3,112kW (3,025kW wind and 87kW solar), meaning that the additional solar capacity from this program is within acceptable current limits. There are other renewable projects currently being planned, and there should be a proper assessment of the cost impact of each in order to prioritise the subsequent projects.

UNELCO has the obligation to ensure the continued safety and reliability of the network, and must ensure that all installations conform to the applicable standards. If there are any disputes between customers and UNELCO in the application and inspection process, the URA shall assist at the request of either party.

With regards to solar installations that include a switching mechanism that ensures no energy is fed-in to the grid, the URA may consider a limit on these installations at some point in the future in order to maintain system reliability.

5. Power of URA to implement program

As part of UNELCO's submission in this matter, the power of the URA to implement this program has been questioned. To clarify that the Commission has the power, this section discuses at some length the legal basis of this Decision and the Order requiring UNELCO to implement this program.

Powers and Functions under the URA Act

Under the Utilities Regulatory Authority Act (**URA Act**) the URA is mandated to ensure the provision of safe, reliable and affordable regulated services, maximize access to regulated services throughout Vanuatu and promote the long term interests of consumers (Section 2 of the URA Act). Additionally one of the primary functions of the URA is to exercise the functions and powers conferred by the URA Act or by any other Act in furtherance of the purposes of the URA Act (Section 12(1)(a)).

Pursuant to Section 12(2) of the URA Act, the URA must exercise its functions in a way that considers the interests of, and impact on, consumers and utility businesses as well as Government policy.

In order for URA to effectively fulfil its functions, Section 13(1) of the URA Act empowers the URA to do all things that are necessary or convenient to be done for or in connection with the performance of its functions. Further, Section 13(2)(c) of the URA Act specifically provides that, without limiting the general powers of the URA as set out under Section 13(1), the URA may do anything reasonably incidental to any of its powers.

Furthermore the URA Act specifically empowers the URA to issue safety standards and reliability standards in relation to the safety and reliability of a regulated service in any place (Sections 14(1) and 17(1) of the URA Act). When determining whether to issue safety or reliability standards, the URA must have regard to the cost and convenience of compliance with the standards and nature and magnitude/importance of risk/issue addressed (Sections 14(3) and 17(3) of the URA Act).

Section 20 of the URA Act assigns certain rights exercisable by the Government in the Port Vila Electricity Concession Contract to URA. To the extent relevant, these have been referred to below.

Key provisions of the Electricity Supply Act

Pursuant to the provisions of the Electricity Supply Act (**ESA**), a person who is not a concessionaire may generate electricity (Section 1B(1) of the ESA). Further, a person who is not a concessionaire may supply electricity outside a concession area or to a concessionaire (Section 1B(2) of the ESA). The ESA specifically permits a person to generate electricity for his or her own use in any dwelling house, store, workshop or any other premises owned or occupied by that person (Section 4(2) of the ESA). Customers are therefore legally entitled to self-generate electricity, regardless of whether or not they are connected to the electricity network.

Order not inconsistent with provisions of Port Vila Electricity Concession Contract

The provisions of the ESA are subject to the terms of the Port Vila Electricity Concession Contract (Section 2(1) of the ESA). Further, the URA must exercise its powers and functions under the URA Act and under the

ESA that are not inconsistent with a provision in any concession agreement under the ESA existing on or before the commencement of the URA Act (Section 3 of the URA Act).

For the purposes of issuance and implementation of this Order, URA has analyzed the following documents (collectively referred to as "**Port Vila Electricity Concession Contract**"):

(a) Convention dated 15 August 1986 relating to the Concession for the Generation and Public Supply of Electric Power in Port Vila entered into between the Government of Vanuatu and Unelco Vanuatu (**Convention**);

(b) Specifications dated 15 August 1986 relating to the Concession for the Generation and Public Supply of Electric Power in Port Vila entered into between the Government of Vanuatu and Unelco Vanuatu (**Specifications**);

(c) Amendment No. 1 dated 31 December 2011 to the Convention;

(d) Amendment No. 1 to the Specifications;

(e) Amendment No. 2 dated 1 July 1990 to the Specifications;

(f) Agreement dated 25 September 1997 varying Concession between the Government of the Republic of Vanuatu and the Honourable Minister of Lands, Geology, Mines, Energy and Rural Water Supply and Union Electrique du Vanuatu Ltd. (**1997 Amendment**);

(g) Addendum dated 1 September 1998 varying the Tariffs of the Contracts for the Generation and Public Supply of Electric Power in Port Vila and in Luganville between the Government of the Republic of Vanuatu, the Honourable Minister of Lands and Natural Resources and Union Electrique du Vanuatu Ltd.; and

(h) Addendum dated 18 December 2007 varying the Tariffs of the Contract for the Generation and Public Supply of Electric Power in the Concessions of Port Vila, Luganville, Malakula and Tanna between the Government of the Republic of Vanuatu, the Honourable Minister of Lands and Natural Resources and Union Electrique du Vanuatu Ltd.

The analysis of certain key provisions of the Port Vila Electricity Concession Contract broadly outlined below clearly demonstrates that the provisions of the ESA specifically identified above and the exercise by URA of its powers hereunder are not inconsistent with any of the provisions of the Port Vila Electricity Concession Contract.

It is well within URA's power to issue this Order and implement this program, including instructing UNELCO to perform the actions listed in Section 7 of this Decision and Order.

Analysis of the Port Vila Electricity Concession Contract

The key provisions of the Port Vila Electricity Concession Contract that have a bearing on this issue are as follows:

	Section	Extract of section
Convention		
1.	Sec 1(1)	Under the conditions set forth in this Convention and in the appended Specification the GRANTOR shall concede to the CONCESSIONNAIRE the right to generate and supply electrical energy to the public for all purposes within the CITY of PORT-VILA…
2.	Sec 1(2)	The CONCESSIONNAIRE shall fulfil the obligations arising from the exclusive right to generate electricity for all purposes for selling to government bodies, the public and other corporate bodies or private individuals during the term of the Concession within its limits. Therefore, the Concession shall confer upon the CONCESSIONNAIRE the exclusive right, within the said limits, to construct and to maintain on or under public thoroughfares and their easements, any facilities necessary for the public supply of electricity, including supports, conduits, lines and cables, in accordance with this Convention and the Specifications hereto and in compliance with current and future regulations.
Specifications		
3.	Sec 3(10)	Only the CONCESSIONNAIRE shall have the right to use the Concession facilities. He may, subject if necessary to authorization, use such facilities to supply electrical energy outside the boundaries of the Concession or for any subsidiary service, as long as these additional services and supply are not detrimental to the good operations of the Concession services as prescribed in the present Specifications.
4.	Sec 3(11)	Only the CONCESSIONNAIRE shall have the right to construct and maintain within the Concession area, either above or under public thoroughfares and their rights-of-way, the facilities necessary for supplying electrical energy.
5.	Sec 11(57)	Apparatus for measuring and controlling energy and power shall be of one of those approved by the competent authority of VANUATU and supplied by the CONCESSIONNAIRE
6.	Sec 13(65)	The agreement for the supply of electrical energy shall be established in the format of a subscription form in conformity with the model which will be agreed upon by the CONCESSIONNAIRE and the GRANTOR. The provisions stated in that model may be amended only by a special convention between the CONCESSIONNAIRE and the customer.

7.	Sec 13(67)	Any redistribution of electrical energy by a customer to one or several third parties for any reason whatsoever is forbidden, except with the CONCESSIONNAIRE's prior written consent.
8.	Sec 14(68)	… The customer will not operate any kind of autonomous means of producing electrical energy which might run in parallel with the network, unless it complies with the technical conditions arising from the relevant regulation, and only after having notified the CONCESSIONNAIRE of the above by registered letter with acknowledgement of receipt one month in advance.
1997 Amendment		
9.	Sec 8.9	**Not to appoint a third party (New Condition)** The Grantor and/or the Government shall not issue to any person other than the Concessionaire any authority or permission to provide, at any time during the term of this Concession, the right to manufacture and supply electric current for lighting and power within the supply areas of Port Vila and Luganville held by the Concessionaire.

Section 1(1) of the Convention states that the right of UNELCO to generate and supply electrical energy within the designated territory is subject to the conditions of the Convention and Specifications (as subsequently amended).

The primary purpose of Section 1(2) of the Convention is to require UNELCO to fulfil its obligations arising from "the exclusive right to generate electricity for all purposes for selling to government bodies, the public and other corporate bodies or private individuals during the term of the Concession within its limits". It is vital to note that the reference to exclusivity is not with regard to generation of electricity unconditionally. Rather it is explicitly stated that the exclusive right pertains to **generation of electricity for sale to third parties** (e.g. government bodies, public, etc.) during the term of the concession within the designated limits. It is for this purpose that the said Section goes on to say "Therefore …" and gives UNELCO the exclusive right to **construct and maintain facilities necessary for public supply of electricity** in accordance with the Convention, Specifications and regulations. Section 3(11) of the Specifications reiterates UNELCO's exclusive right to **construct and maintain facilities necessary for supplying electricity** (within the designated area, above or under public thoroughfares and their rights-of-way). Once again Section 3(10) of the Specifications gives UNELCO the exclusive right to use the concession facilities, subject to the conditions set out therein. ***It is abundantly clear that the exclusivity granted to UNELCO within the demarcated territory is limited to sale of electricity to third parties and supply of electricity.***

Section 14(68) of the Specifications explicitly enables customers to operate any kind of autonomous means of producing electricity i.e. generate electricity that may (or may not) run in parallel with the network, so long as the customers comply with prescribed technical conditions and inform UNELCO a month in advance. It is stressed that pursuant to this Section, it is a notification requirement and not an approval requirement. However, this right of the customers is to be read along with Section 13(67) of the Specifications which forbids the customer from redistributing electricity to third parties except with the prior approval of UNELCO. Accordingly, it is unambiguous that the customers have the right to generate electricity through

any means that may run parallel with the network (such as that as proposed in this Order), but do not have the right to sell electricity to third parties thereby safeguarding the exclusivity of UNELCO in respect of sale of electricity to third parties and supply of electricity. To ensure safety of network, individuals, homes etc. and reliability of network the Order includes technical standards that customers must comply with if they avail of the program. For the purposes of Section 14(68), the reference to 'technical conditions' shall mean the technical standards prescribed in this Order.

The 1997 Amendment amended the Port Vila Electricity Concession Contract. One amendment was insertion of a new clause Section 8.9. Section 8.9 states that the Grantor (i.e. Minister of Lands, Geology, Mines, Energy and Rural Water Supply and also being the Minister responsible for Power for the purposes of the ESA) or the Government of Vanuatu shall not permit any person other than UNELCO the right to manufacture and supply electricity within the designated area during the term of the Port Vila Electricity Concession Contract. The language of the clause is 'manufacture and supply electricity' and not 'manufacture or supply electricity' or 'manufacture and/or supply electricity' (as done in the beginning of the clause with 'The Grantor and/or the Government'). Accordingly, per the said Section both the Grantor and the Government are restricted from permitting a third party (other than UNELCO) to generate electricity to supply it within the designated area thereby infringing UNELCO's exclusive right to supply electricity as granted under the Port Vila Electricity Concession Contract (identified above). It is imperative to note that the said section does not vary or substitute an already existing provision of the Port Vila Electricity Concession Contract (as amended till then). Further, it does not have any language to the effect that the said section overrides any of the other provisions of the Port Vila Electricity Concession Contract i.e. it does not state 'Notwithstanding anything in Section…/this Contract'. Accordingly, Section 8.9 of the 1997 Amendment should be read along with the Sections of the Port Vila Electricity Concession Contract identified above in this section 5.4. Thereby Section 8.9 of the 1997 Amendment does not in any way vary or limit the rights of the customers as set out under Section 14(68) of the Specifications nor does it expand or broaden UNELCO's exclusivity rights as set out under Section 1(2) of the Convention or Sections 3(10) and 3(11) of Specifications. Additionally, it does not have any bearing on or in any way restrict or limit rights of persons to generate electricity for their own consumption (in accordance with the ESA) and providing excess electricity generated to UNELCO. Accordingly, the program is not inconsistent with the provisions of the Port Vila Electricity Concession Contract as under the program UNELCO continues to have exclusivity over supply of electricity and sale of electricity to third parties within the designated area.

The customer agreement referred to and governed by Section 13(65) of the Specifications is the customer agreement pursuant to which UNELCO supplies electricity to consumers and consumers use and pay for the services received. The Feed-in Contract referred to in Section 7 of this paper is different as evident from this Order.

Section 11(57) of the Specifications states that the apparatus to be used for measuring and controlling energy and power shall be that as approved by the "competent authority of Vanuatu". The approved apparatus is to be supplied by UNELCO. This power has been assigned to the URA under Section 20(1) of the URA Act.

The program described in this Order is consistent with the standard tariffs as set out in the concession contract. Furthermore energy fed-in cannot be construed as a sale of electricity by the customer. In fact the primary aim and mechanism of feed-in is to reduce system electricity use through self-generation. In case the customer receives any grid energy then he is given the opportunity to offset the charges for this by returning in-kind energy. Negative billing is not permitted.

In light of all of the above, the program adopted here is not inconsistent with any of the provisions of the Port Vila Electricity Concession Contract. Therefore, the powers of the URA prevail. It should be noted that an order of the Commission is binding on the utility subject only to appellate review.

6. Responses to submissions

The consultation process in this case involved a public meeting held on 30th April 2014, and several subsequent meetings with UNELCO, Government and other stakeholders. Extensive written comments were provided by UNELCO in their response to the Preliminary Decision, dated May 9th 2014, and in a letter dated 4th July 2014. This section lays out the Commission's response to the comments received during the consultation process.

UNELCO's exclusive right to generate

UNELCO has stated that *"...under the Port Vila concession contract, UNELCO has an exclusive right to generate electricity for all grid-connected assets in Port Vila. Paragraph 2 of section 1 of the port Vila concession contract clearly states that UNELCO is granted 'the **exclusive** right to generate electricity for all purposes' (UNELCO's emphasis). Further, section 8.9 of the Agreement varying concession dated 25 September 1997 expressly restricts the Government from issuing to any person other than UNELCO 'any authority or permission to provide, at any time during the term of this Concession, the right to manufacture and supply electric current for lighting power within the supply areas of Port Vila.'"*

URA response

Feed-in systems are not wholesale generation and supply systems. The nature of UNELCO's exclusivity is examined in Section 5 of this Decision. The program is only for customers of UNELCO, not independent generators. Financial benefit to customers is only allowed through self-generation, and through the offsetting of normal electrical expenses through the provision of fed-in energy. Furthermore, there will not be a circumstance where UNELCO has a net bill to pay the customer. The utility-customer relationship is retained, and as such does not impact UNELCO's exclusivity in any way.

The right of customers to install generation apparatus for their own use is provided for in both the ESA and the Port Vila Concession Contract, as described in Section 5 of this paper. This program provides the conditions for customers to exercise this right, and allows for additional benefits of feeding-in to be shared.

UNELCO's obligation to ensure safety is not impacted, and they have a duty to disconnect any installations that are unsafe.

Government approval

UNELCO has stated *"…that the departure from neutral tariff setting should be sanctioned by the Government of Vanuatu. UNELCO proposed a solar program that was fair and neutral for all the non-participating PV solar customers; in parallel, the URA proposed a scheme that involves creating a cross-subsidy between customers, and what amounts to a socially regressive subsidy based on feedback from other markets; so while UNELCO would not naturally favour the URA approach, it proposed that the issue be submitted to the Government of Vanuatu since it is a matter of fairness and equity, something that typically falls within the Government prerogative. The URA has refused to confer with the Government stating that the Government would be 'informed' ex post facto".*

URA response

This program does not change any of the standard tariffs as defined under the Port Vila Concession Contract. In making decisions, the URA must take any Government policy into consideration, but does not require

explicit sanction or approval from the Government to issue orders – this is the nature of an independent regulatory agency.

The URA has not refused to confer with the Government. Rather, the Government was actively included in the consultation process of this program, including attendance at the public meeting and individual briefings to the ministry and department of energy. Government stakeholders have expressed support for this program.

Furthermore, the extent to which this program alters the existing cross-subsidy mechanism is minimal. Any time a customer on one of the higher tariff categories (Other Low Voltage, Commercial, High Voltage) reduces their consumption, there is an impact on the level of subsidy. The impact of this program on cross-subsidy is minimal and much less than if the customers were to reduce their consumption through other means such as simple conservation, due to the benefit sharing of energy fed-in. As mentioned recent assumption of Port Vila municipal street lighting by UNELCO has far greater impact on allocation of revenues across customer categories

Financial neutrality for UNELCO

UNELCO has stated *"The scheme proposed by the URA creates additional costs and it pricing creates a structural revenue shortfall. While the URA recognizes this, it refuses to guarantee that the scheme will be financially neutral for UNELCO, beyond the period leading up to the next tariff review. The potential trial participants that install PV solar will produce electricity for the lifetime of their solar panels (being, for a period of 25 years) and accordingly, UNELCO cannot accept that the additional costs and revenue shortfalls compensation offered by the URA be limited to the time leading up to the next tariff review.*

URA response

As stated in Section 4 of this document, UNELCO is fully financially protected by the mitigation mechanisms described in this program and the tariff review process in general. Tariffs are designed to provide UNELCO with adequate revenue to carry out its business in a prudent and efficient way, and this program is included in the nature of its business. As a result, the net financial impact of this program to UNELCO will always be neutral. It should be pointed out that the cost impact and revenue shortfall recovery, once included in the tariffs through the revenue-setting mechanism, shall continue to provide the revenue recovery unless it is specifically removed in subsequent tariff reviews. There is nothing in this proposal to do that, and as a result UNELCO's fears are unfounded. Further, in any revenue setting all prudent and allowable costs are matched against the revenues generated to ensure that revenues cover all costs, so the process is self-correcting.

Nature of "trial"

UNELCO has stated *"…the URA approached UNELCO with the idea of a distributed solar 'trial'. The URA repeatedly defended its pricing scheme's embedded cross-subsidy on the basis that it was meant to start the process, attract initial participants rapidly, that it would be applicable to the trial participants and that trial would be limited both in number of participants and installed capacity. UNELCO was willing to consider alternative pricing 'experimentation' based on the premise that it would be committing to a pilot program. However, the URA has repeatedly adopted language which proceeds on the (wrongful) assumption that the URA may exercise its sole prerogative in determining the scope of the trial over time as well as removing any proposed limitations to the capacity expansions after the trial period."*

URA response

Limits on the size of individual installations and the total installed capacity remain an integral and important part of the program. The terms "trial" and "experimentation" imply that the program could be ended at any time: the URA's position is that participating customers will be protected. The limits on this program will remain in place for at least 12 months but their levels be kept under review, and may be changed from time to time. Notwithstanding, the URA reserves the right to expand this program if the initial experience suggests it is beneficial to Vanuatu

Powers of URA

UNELCO has stated *"in relation to the legal context surrounding the Final Decision, we note that the URA's powers are limited to those power granted to it under the Utilities Regulatory Authority Act No. 11 of 2007 as amended (**URA Act**). The URA has not referred to any provision under the URA Act (and UNELCO contends that no provision exists under the URA Act) which provides the URA with the power to unilaterally force UNELCO to implement feed-in tariffs and net-metering scheme by issuing its Final Decision.*

In these circumstances, in order to implement the feed-in tariffs and net-metering scheme, the URA requires UNELCO's consent. It appears, from the inclusion of a draft letter at Annexe I of the Final Decision that the URA agrees with this position and has sought UNELCO's consent. For the avoidance of doubt, we confirm that, due to the matters described in this letter, UNELCO is not, at the present time, prepared to consent to the Final Decision and will not sign the letter proposed at Annexe I of the Final Decision.[3]

To the extent that the URA, by its Final Decision or otherwise, purports to unilaterally deny UNELCO of its exclusive right to generate and supply electricity during the terms and geographical limits of its concession – such an action would be "ultra vires" and beyond the URA's powers. In this respect, UNELCO reserves its rights generally."

URA response

URA staff had proceeded on the basis that although it does not require UNELCOs consent, it would be preferable to propose a joint program with UNELCO as this would accelerate the implementation of the program. Despite considerable effort taken by the URA staff to achieve such an agreement, UNELCO has confirmed that it will not move ahead in this manner 'at this time'. Nevertheless, as described in Section 5 of this Decision, the URA does have the power to order UNELCO to implement this program.

"Fairness" or "neutrality" of the program

UNELCO has stated *"URA must re-calibrate the level of the access fee…to the level of the Fair Access charge proposed by UNELCO to avoid creating an unfair and unsustainable cross-subsidy between customers…" and also "[The program] must however by properly managed as uncontrolled PV solar development would mean that solar generator would be free-riding on the back of all the other customers by artificially transferring to the their share of the fixed costs of the electric system." UNELCO also refers to the "illegitimate" avoidance of fixed costs by customers reducing their bills through a solar feed-in program.*

[3] The Annexe referred to was included in a draft version of the Final Decision shared with UNELCO. The Annexe contained the draft wording of a letter from UNELCO confirming their agreement to implement the Feed-in Tariff program

URA Response

Under current tariffs a customer with a higher consumption level contributes more to system fixed costs. By extension, in any given month a customer may use less power from the network, and contribute less to system fixed costs. This is neither "illegitimate" nor "unfair" nor "unsustainable", and can be done by any customer at any time if they so choose.

This program will allow customers to reduce the amount of energy they draw from the grid which should be considered in the same way as the consumer reducing their energy consumption through any other means. Further, the extra benefit from reducing and feeding energy into the grid (during peak periods) will be shared with all customers, making this program preferable to reductions in consumption without feeding-in. An additional factor that should be considered in evaluating this program is the elasticity effect i.e. participating customers increase their energy usage as a result of reduced bills. This will further mitigate any impact of self-generation. The multiplier effect of maintaining or increasing energy use, e.g. buying newer appliance is also a positive factor.

Net Metering does have an effect of fixed cost avoidance and Access Fee is set to correct for this.

Tax shortfall

UNELCO has stated that the reduction in electricity bills by participating customers will create a tax shortfall for the Government through reduced VAT receipts.

URA Response

The URA does not accept that this should be a consideration in the design of the program. Any money that customers save as a result of reduced energy bills could be spent on other goods and services upon which VAT would be charged, or possibly even imported goods upon which extra excise and duties are levied. As a result, the net impact on tax revenue as a result of this program cannot be measured, and is likely to be negligible or even positive.

Solar absorption capacity of network

UNELCO has stated that a "safe" level of intermittent power penetration on the network is 30% (3,600kW) and an "acceptable risk" level is 40% (4,800kW). Existing intermittent power generation includes the Devil's Point Wind Farm (3,025kW) and a small amount of solar (87kW). UNELCO lists the following projects as "already committed":

- Expansion of Devil's point wind farm: 1,100kW
- Part-funded EU solar project: 1,300kW
- UAE-funded solar project: 500kW

UNELCO further lists the following projects as "waiting in pipeline":

- VSP Solar panels: 1,000kW
- URA Feed-in scheme: 500kW

URA response

The URA is well aware that the level of intermittent power generation attached to the grid must be carefully planned to maintain system reliability and manage costs. The URA also notes that of the projects "already committed":

- Wind farm expansion has a less detrimental effect on the network due to modular multiple turbines. Also, URA is not aware of the planned expansion nor has it approved an investment plan for such an expansion
- The EU-funded project has been under discussion since 2010, and is dependent on a Government financial contribution that has not yet been confirmed. The UAE-funded project is likely to go ahead, although is pending agreement on the feed-in arrangements.

Overall, the additional solar generation capacity from this program can be absorbed into the grid even within UNELCO's stated limits, and should not be delayed while other projects await resolution. This is also illustrated in documents received from UNELCO in support of the proposed solar installation by Vanuatu Sun Power.

Sliding-scale access fee

Comments received during the public meeting suggested that the Access Fee could have a "sliding scale" so that it is lower for smaller customers. The URA has incorporated a progressive Access Fee.

Summary

The URA agrees that in this program there are several unknowns which can only become known by adopting the program on a limited scale and then carefully analyzing the results before taking any future steps. The URA notes that UNELCO's final comments were not substantial on the program itself, and that during the consultation process UNELCO accepted a similar scheme to that described in the Order, albeit with slight differences in parameters.

7. Commission Order

The Commission therefore orders that:

1. The Feed-in and Net-metering program as described in Sections 2 and 3 is adopted.

2. Participation in the Feed-in and Net-metering Program:

   (a) Customers wishing to avail of the program may approach UNELCO from 1 October 2014 by submitting a request form (**Initial Request**) as prescribed by the URA and application fee, in accordance with Section 3 above. The Initial Request form shall be available on the website of URA (www.ura.gov.vu) from 15 September 2014.

   (b) UNELCO shall approve the Initial Request in accordance with Sections 2 and 3 above, and provide a weekly report to the URA on the status of all applications received. Upon final approval, UNELCO and the consumer shall execute a contract setting out their rights and obligations in respect of the program (**Feed-in Contract**) which shall be as prescribed by the URA. The Feed-in Contract shall be available on the website of URA (www.ura.gov.vu) from 15 September 2014.

3. To ensure compliance with Section 14(68) of the Specifications, the Initial Request shall suffice as notification to UNELCO there under and the minimum time lapse between Initial Request and commencement of generation shall be 30 days. Consumer must ensure that the Initial Request is submitted to UNELCO by registered letter with acknowledgement of receipt or by a suitable method prescribed by UNELCO.

4. Meter model:

   (a) If new metering apparatus is required for the execution of this Order UNELCO shall submit to the URA for its approval details of the new meter(s) by 15 September 2014. The URA shall consider the recommendation of UNELCO and defer to it on meter selection and technical specifications. If new metering apparatus is required and no recommendation is made by UNELCO by 15 September 2014, the URA shall identify the meter(s) that is/are to be used.

   (b) UNELCO shall ensure that sufficient number of approved meters is obtained so as to ensure the timely implementation of the program

   (c) UNELCO shall record expenses related to the FIT program in a separate Regulatory Asset Account and appropriate sub-accounts to book accrued expenses until the next tariff review.

   (d) Staff shall file a quarterly status report on the program to the commission

5. Dissemination of information**:** On and from 15 September 2014, UNELCO shall display on its website the Initial Request form, Feed-in Contract and technical specifications and standards listed in

Section 3 above and make available in their office(s) copies which shall be provided to customers, free of charge.

6. Effective Date**:** The Order comes into effect immediately.

8. Notice of Grievance

If UNELCO is aggrieved by this Order, it may request the Commission to reconsider the decision on issues aggrieved upon. A Notice of Grievance must be submitted within 30 days of the Order. The Notice should contain:

- The issue or issues being contested
- A detailed description of any facts or matters supporting the grievance
- Copies of any documents supporting the grievance
- A detailed description of any alleged error of law or fact
- A detailed description of any relevant change in facts or circumstances since this Order

A Notice of Grievance can be received until 24th August 2014 and addressed to

Hasso Bhatia, *PhD*
Chief Executive Officer
Utilities Regulatory Authority

The Notice may be:

- delivered in person at:
  Office of the Utilities Regulatory Authority
  VNPF Compound
  Corner Pierre Lamy & Andre Ballande Street
  Port Vila, Vanuatu

- mailed to:
  Case U-0002-14
  Utilities Regulatory Authority
  P.M.B 9093
  Port Vila
  Vanuatu

- emailed to:
  breuben@ura.gov.vu

If the Commission receives a timely Notice of Grievance, it will conduct a review in accordance with Section 27 of the URA Act. If upon review the Commission determines that the grievance is justified, then it shall revoke, amend or vary the decision on the matter complained of.

9. Execution Page

CEO and Commissioner

Hasso C. Bhatia, PhD

_____

Date_____

Chairman

Johnson Naviti Matarulapa Marakipule

_____

Date_____

Executive Commissioner

John Obed Alilee

_____

Date_____

Seal of the Utilities Regulatory Authority

Utilities Regulatory Authority

Vanuatu

You can access the U-0002-14 Final Decision, July 2014 on our website www.ura.gov.vu, or by contacting us by telephone (+678) 23335, email: breuben@ura.gov.vu or regular mail at U-0002-14, Utilities Regulatory Authority, PMB 9093, Port Vila, Vanuatu.