



## RENEWABLE ENERGY POWER PURCHASE AGREEMENT

This Renewable Energy Power Purchase Agreement (this “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, (the “Effective Date”) BETWEEN the party described at Item 1 of Schedule A to this Agreement (the “Customer-Generator”) and **THE BARBADOS LIGHT & POWER COMPANY LIMITED**, a company incorporated under the Companies Act, Cap. 308 of the Laws of Barbados and having its registered office situate at Garrison Hill, St Michael, Barbados (“BL&P”).

WITNESSETH THAT:

WHEREAS:

- A. BL&P carries on the business of producing and distributing electrical energy pursuant to the Electric Light and Power Act, Cap. 278 of the Laws of Barbados.
- B. BL&P is currently engaged in a Renewable Energy Rider Programme (the “Rider Programme”) whereby it will interconnect with customers operating wind and/or solar generating systems approved by BL&P and purchase electrical energy generated by those customers at the approved tariff rate in the “Renewable Energy Rider”, a copy of which is attached at Schedule C to this Agreement.
- C. The Customer-Generator is a customer of BL&P and desires to participate in the Rider Programme by operating a solar and/or wind Renewable Generation System (“RGS”) with combined **Nameplate Gross Power Rating** of the kilowatts specified at Item 2 of Schedule A to this Agreement to be operated at the location specified at Item 3 of Schedule A to this Agreement and to make available and sell electrical energy generated by the RGS to BL&P.
- D. BL&P wishes to purchase electrical energy generated by the RGS pursuant to the terms and conditions of this Agreement and the Schedules attached hereto.

- E. The Customer-Generator agrees to submit to BL&P prior to commencing operations, all required approvals for the RGS installation from the Government Electrical Engineering Department and other governmental authorities having jurisdiction over the Customer-Generator or the RGS, as well as an approved Renewable Energy Interconnection Agreement.

NOW THEREFORE, in consideration of the mutual benefits to be derived and the representations, warranties, conditions and promises contained in this Agreement, the Parties agree as follows.

## 1. INTERPRETATION

### 1.1 Definitions

**Capitalized** terms used in this Agreement shall have the meanings set forth below:

**"Energy Credit"** means the amount BL&P will credit the Customer Generator's account for kWh delivered to the Grid, as determined in accordance with the Renewable Energy Rider.

**"Grid"** means the systems by which electric energy is generated, transmitted and distributed to customers of BL&P and includes:

- (i) the equipment used to generate the electric energy,
- (ii) the network used to transmit the electric energy produced, and
- (iii) the poles, wires, transformers, substations and other equipment used to deliver electric energy to consumers (the distribution system).

A connection that in anyway links the supply from the RGS to BL&P's supply, whether the connection is before or after the meter (i.e. internal or external to the Customer's installation) is considered to be interconnected with BL&P's Grid.

**"Interconnection Facilities"** means all equipment and electrical hardware between the RGS and the Point of Delivery required to interconnect the RGS with the Grid.

**"Metering System"** means all meters and metering devices or equipment owned by BL&P and used to measure the delivery and receipt of electricity.

**"Nameplate Gross Power Rating"** means the RGS manufacturer's a.c. nameplate capacity.

**"Net Billing"**: means an arrangement that permits BL&P (using two meters or one meter that separately measures inflows and outflows of electricity) to sell power delivered to the Customer-Generator at the prevailing tariff, and buy power from the Customer-Generator's RGS at a different rate to offset the Customer-Generator's electricity bill.

**"Parties"** means BL&P and the Customer-Generator together and "Party" means either one of them.

**"Point of Delivery"** means the interconnection point or physical point where the RGS and the Grid are electrically connected for metering purposes.

**"Renewable Energy Interconnection Agreement"** means the agreement between the Customer-Generator and BL&P which sets forth the terms and conditions under which the RGS is interconnected with the Grid.

**"Renewable Generation System"** means the total components and facilities that, in combination, convert renewable energy into electrical energy suitable for connection to utilization loads to offset part or all of the customer's electricity requirements and/or to provide electricity to the Grid.

## 1.2 **Entire Agreement**

This Agreement and the accompanying Schedules together with the other documents to be delivered under this Agreement represent the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all previous agreements, arrangements, understandings, negotiations and discussions, whether oral or written, between the Parties in connection with the sale and purchase of electrical energy generated by the RGS.

### 1.3 **Headings**

Clause headings contained in this Agreement are included solely for convenience and are not intended to be a full or accurate description of the content of any clause and shall not be considered to be part of this Agreement.

### 1.4 **Schedules**

The following Schedules are an integral part of this Agreement:

Schedule A - Particulars for the Agreement;

Schedule B - Renewable Energy Interconnection Agreement; and

Schedule C - Renewable Energy Rider.

### 1.5 **Statutory Instruments**

Any reference in this Agreement to any law, regulation, order, act or statute of any governmental body or other regulatory body shall be construed as a reference to those as amended or re-enacted from time to time or as a reference to any successor to those.

## **2. SALE AND PURCHASE OF ENERGY**

### 2.1 **Sale to BL&P**

Commencing on the Operations Date, specified at Item 4 of Schedule A to this Agreement, the Customer-Generator may sell to BL&P, electricity delivered to BL&P's Grid and produced by the RGS at the rate specified in the "Renewable Energy Rider".

### 2.2 **Sale to Customer-Generator**

BL&P shall make available and sell electricity to the Customer-Generator at the applicable prevailing tariff for electricity sold to customers.

### 2.3 **Energy Credit to Customer-Generators**

The amount credited by BL&P to the Customer-Generator's account for the purchase of energy from the RGS shall be calculated in accordance with the Renewable Energy Rider. Payments due to the Customer-Generator shall be made in accordance with clause 4.1 of this Agreement.

### **3. TERM**

This Agreement shall commence on the Effective Date and continue for the period specified at Item 5 of Schedule A but not exceeding the Ending Date of the Rider Programme, specified at Item 6 of Schedule A to this Agreement unless terminated earlier in accordance with the provisions of clause 10 of this Agreement (“Early Termination”) or extended by BL&P in accordance with the provisions of clause 12 of this Agreement. Any Early Termination of this Agreement shall be without prejudice to the rights and obligations accruing to the Parties prior to the Early Termination.

### **4. BILLING AND PAYMENT**

#### **4.1 Net billing**

4.1.1 At the end of each billing period, if the Customer-Generator’s account for the RGS is in debit after the Energy Credits have been applied, the balance due will be billed and become payable. If the same Customer-Generator’s account is in credit, the credit will be carried forward (rolled over) to the next billing period.

4.1.2 If at the end of a calendar year, an Energy Credit of \$25.00 or greater exists on the Customer-Generator’s account, the Customer-Generator will receive a refund of the Energy Credit by cheque unless otherwise requested by the Customer-Generator and agreed by BL&P.

#### **4.2 Calculation of Payments.**

BL&P’s bill to the Customer-Generator (“RGS Bill”) shall include calculations in reasonable detail of the amounts owed to BL&P with specific reference to the applicable tariffs and riders.

#### **4.3 Bill Query**

4.3.1 The Customer-Generator shall notify BL&P of the nature and basis of any query that it has with a RGS Bill within fourteen (14) days of the receipt of the bill.

- 4.3.2 No query that the Customer-Generator has in connection with a RGS Bill shall authorize the Customer-Generator to refuse making payments due to BL&P on or before the due date for the payment.
- 4.3.3. BL&P shall investigate all queries reported to it by the Customer-Generator and shall provide the Customer-Generator with a statement of its findings on the matters forming the basis of the dispute.
- 4.3.4. The failure of the Customer-Generator to pay any portion of the RGS Bill which may be disputed shall constitute a breach of this Agreement.

## **5. INTERCONNECTION**

The Customer-Generator shall design, construct, install, commission, own, operate and maintain the RGS and all auxiliary and interconnecting equipment on the Customer-Generator's side of the Point of Delivery, in accordance with the terms of the "Renewable Energy Interconnection Agreement" and the "Requirements for Grid Interconnection of Renewable Generation Systems".

## **6. METERING**

### **6.1 Ownership of Metering System**

- 6.1.1 BL&P shall own, operate and maintain the revenue Metering System used to acquire the measurements from which bills to the Customer-Generator are calculated pursuant to this Agreement.
- 6.1.2 The Customer-Generator shall, where required by BL&P, design, finance, construct, install, own, operate and maintain metering devices for non-revenue purposes which shall measure and record the total energy produced by the RGS on at least an hourly basis.

## **6.2 Location of Meters**

All meters shall be installed in a location which is readily accessible at all times to BL&P's personnel.

## **6.3 Meter Reading**

BL&P shall read revenue meters monthly for energy from the RGS supplied to the Grid by the Customer-Generator and for energy delivered from the Grid to the Customer-Generator. Except in configurations where BL&P purchases all of the energy produced by the RGS, the Customer-Generator shall be required to maintain records and provide data to BL&P of the hourly output of energy from the RGS for analytical purposes. Copies of the records maintained by the Customer-Generator, pursuant to this clause, shall be promptly delivered to BL&P on request.

# **7. COVENANTS**

## **7.1 Customer-Generator's Covenants**

**7.1.1** The Customer-Generator covenants that:

- (i) it has complied and will continue to comply with the terms, conditions and obligations under this Agreement, the Renewable Energy Interconnection Agreement, the Requirements for Grid Interconnection of Renewable Generation Systems and the Renewal Energy Rider, as provided for in this Agreement;
- (ii) it is the owner of the RGS and it is duly authorized to enter into this Agreement and to operate the RGS;
- (iii) the RGS shall not be used to supply electric energy to a third party;
- (iv) it shall not tamper with or alter the Metering System; and
- (v) it shall make all payments required to be made by it to BL&P on or before the due date for the payment.

## **7.2 BL&P's Covenants**

BL&P covenants that it shall credit payments to the Customer-Generator's account as required under this Agreement and pursuant to the terms of the Renewable Energy Rider.

## **8. DEFAULTS**

### **8.1 Customer-Generator Defaults**

BL&P may give a notice of default under this Agreement (a "BL&P Notice of Default") upon the occurrence of any of the following events ("Events of Default"), unless caused by a breach by BL&P of this Agreement:

- (i) Abandonment of the operation of the RGS by the Customer-Generator after the commencement of operation, without the prior written consent of BL&P;
- (ii) Failure by the Customer-Generator to make any payment required to be made by it on the due date for the payment in accordance with the terms of this Agreement.

### **8.2 BL&P Defaults**

Customer-Generator may give a notice of default under this Agreement (a "Customer-Generator Notice of Default") upon the occurrence of any of the following events ("Events of Default"), unless caused by a breach by the Customer-Generator of this Agreement:

- (i) Any material breach by BL&P of any representation, warranty or covenant in this Agreement; and
- (ii) On cessation of operations of BL&P.

## **9. WAIVER OF DEFAULT**

### **9.1 Effect of waiver**

No waiver by either Party of any default by the other Party in the performance of any of the provisions of this Agreement shall:

- (i) operate or be construed as a waiver of any other or subsequent default whether similar or not; or
- (ii) be effective unless in writing and duly executed by an authorized representative of the non-defaulting Party.



## 9.2 **Indulgences**

Neither the failure by the BL&P to insist on any occasion upon the performance of the terms, conditions or provisions of this Agreement nor the granting of time or other indulgence by BL&P to the Customer-Generator shall thereby act as a waiver of any breach or the acceptance of any variation of this Agreement.

## 10. **TERMINATION**

10.1 This Agreement will terminate automatically on the Ending Date of the Rider Programme, specified at Item 6 of Schedule A to this Agreement, unless

- (i) otherwise terminated in accordance with the provisions of clauses 10.2 or 10.3 of this Agreement; or
- (ii) otherwise extended by BL&P pursuant to clause 12 of this Agreement.

### 10.2 **Termination by the Customer-Generator**

The Customer-Generator may terminate this Agreement by giving BL&P thirty (30) days prior written notice of its intention to terminate this Agreement;

### 10.3 **Termination by BL&P**

BL&P shall have the right to terminate this Agreement:

- (i) where the Customer-Generator is in default of any of its obligations under this Agreement and the default is not remedied within thirty (30) days after written notice of the default has been given by BL&P to the Customer-Generator. BL&P shall exercise its right to terminate this Agreement for such default by giving ten (10) days written notice of termination to the Customer-Generator. BL&P's right to terminate this Agreement shall not be affected by any rights of suspension, interruption or disconnection that BL&P may otherwise have under this Agreement;
- (ii) immediately with the termination of the supply of electric service to the Customer-Generator under any of the rate schedules identified under the first paragraph of the "Renewable Energy Rider".

- (ii) immediately and concurrently on termination of the “Renewable Energy Interconnection Agreement”.

## **11. RESOLUTION OF DISPUTES**

### **11.1 Mutual Discussions**

Subject to paragraph 4.3 of this Agreement, if any dispute or difference of any kind whatsoever arises between the Parties in connection with this Agreement the Parties shall within thirty (30) days after the date that the dispute arose attempt to settle such dispute in the first instance by mutual discussions between the Parties.

### **11.2 Dispute Resolution**

In the event that a dispute between the Parties is not settled within thirty (30) days as provided for in clause 11.1 of this Agreement the Parties shall attempt to settle the dispute by alternative means of dispute resolution. Notwithstanding any provision in this Agreement, BLP acknowledges that the Customer Generator is not restricted from seeking relief from the Fair Trading Commission or from the courts of Barbados.

## **12. EXTENSION OF TERM**

12.1 The Customer-Generator may apply to BL&P in writing for an extension of the term at least three (3) months before the Ending Date.

12.2 BL&P may in its sole discretion extend the term of this Agreement under the same terms and conditions outlined in this Agreement or as modified by BL&P and for such period as BL&P deems fit.

## **13. MISCELLANEOUS PROVISIONS**

### **13.1 No Third Party Beneficiaries.**

This Agreement is intended solely for the benefit of the Parties. Nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, any liability to, or any right of suit or action in, any person who is not a Party to this Agreement.

13.2 **Variations in Writing**

Save and except for an extension of the term provided for under clause 12 of this Agreement, any additions, amendments or variations to this Agreement shall be binding only if they are in writing and signed by a duly authorized representative of the Parties.

13.3 **Assignment**

This Customer-Generator shall not assign this Agreement or the benefit of this Agreement without the prior written consent of BL&P.

**IN WITNESS WHEREOF** the undersigned have executed this Agreement on the year and date hereinbefore mentioned.

SIGNED by **THE BARBADOS LIGHT & POWER COMPANY LIMITED** )  
in the presence of: ) .....  
Duly Authorized Officer

Witness:

Name:  
Abode:  
Calling or Description:

SIGNED by **CUSTOMER-GENERATOR** )  
In the presence of ) .....

Witness:

Name:  
Abode:  
Calling or Description:

**SCHEDULE A**  
**Particulars for the Agreement**

- 1. **Customer-Generator** \_\_\_\_\_  
**Address of Customer-Generator]** \_\_\_\_\_  
\_\_\_\_\_
  
- 2. **Nameplate Gross Power Rating ( kW)** \_\_\_\_\_
  
- 3. **Location of the RGS** \_\_\_\_\_
  
- 4. **Operations Date** \_\_\_\_\_
  
- 5. **Term** \_\_\_\_\_
  
- 6. **Ending Date of Rider Programme** \_\_\_\_\_

**SCHEDULE B**  
**Renewable Energy Interconnection Agreement**

**SCHEDULE C**  
**Renewable Energy Rider**